



**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR  
BLANKET ORDER FOR MASONRY RESTORATION,  
BRICK REPAIRS & INSTALLATION, AND  
FACILITIES WATERPROOFING**

**RFP No. FM2019-001**

THE UNIVERSITY OF TEXAS AT ARLINGTON  
Office of Facilities Management  
1225 West Mitchell Street, Suite 205  
Arlington, Texas 76019  
(817)272-3571; Fax (817)272-5794

**Proposal Submittal Deadline: October 2, 2018 at 3:00 p.m.**

RFP Issued on September 7, 2018

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## **SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS**

- 1.1 **GENERAL INFORMATION:** The University of Texas at Arlington (“Owner”) is soliciting Competitive Sealed Proposals (“Proposals”) for selection of a Contractor firm for ***“Blanket Order for Masonry Restoration, Brick Repairs and Installation, and Facilities Waterproofing”*** (Project), in accordance with the terms, conditions, and requirements set forth in this Request for Competitive Sealed Proposals.
- 1.1.1 This Request for Competitive Sealed Proposals (“RFP”) is the only step for selecting a Contractor for a Blanket Order Contract as provided by Texas Education Code §51.783(d). The RFP provides the information necessary to prepare and submit Competitive Sealed Proposals for consideration and ranking by the Owner.
- 1.1.2 The Owner may select the Proposal that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. The Owner may first attempt to negotiate a contract with the selected offeror. If the Owner is unable to reach a contract with the selected offeror, the Owner may formally end negotiations with that offeror and proceed to the next “best value” offeror in the order of the selection ranking until a contract is reached or all proposals are rejected. The Owner reserves the right to award multiple contracts from this solicitation to the highest ranked Offerors.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.
- University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (“TPIA”), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner’s Standard Contractor Agreement, a copy of which is included in the Proposal Documents.
- 1.3.1 The work will be awarded as a contract to the Respondent or Respondents offering the “best value” to the Owner.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change requirements will be issued by the Owner as an Addendum. It is the responsibility of all respondents to obtain this information in a timely manner. All such Addenda issued by the Owner, before the proposals are due, are part of the RFP, and respondents shall acknowledge receipt of each Addendum to the RFP and/or the Bid Documents in its Proposal.

- 1.4.1 Addendum may be issued by the Point-of-Contact for this RFP via the Electronic State Business Daily (ESBD) web site at <http://esbd.cpa.state.tx.us>
- 1.4.2 No oral explanation in regard to the meaning of the Proposal Documents will be made and no oral instructions will be given before the award of the contract. Any interpretation made will be in the form of an Addendum, which will be forwarded to all known plan holders and its receipt by the respondent shall be acknowledged on the Pricing and Delivery Proposal Form.
- 1.4.3 Respondents shall consider only those clarifications and interpretations that the Owner issues by Addenda five (5) calendar days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Proposals.

1.5 **SUBMISSION OF PROPOSALS:**

- 1.5.1 **BASE PROPOSAL DEADLINE AND LOCATION:** The Owner will receive Base Proposals at the time and location described below.

**October 2, 2018 at 3:00p.m. CDT time**

**The University of Texas at Arlington  
Office of Facilities Management  
Attention: Viki Lewis  
1225 W. Mitchell Street, Suite 205  
Arlington, TX 76013**

- 1.5.2 Submit one (1) original and marked "ORIGINAL" and three (3) identical copies and marked "COPY" of the Base Proposal, Qualifications, and Pricing Proposal. Proposals and Qualifications must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact identified in Section 1.6; the package must clearly identify the submittal deadline, the RFP Number, and the name and return address of the Respondent.
- 1.5.3 Submit one (1) original and one (1) copy of the HUB Subcontracting Plan (HSP) Letter as separate attachments to the Proposals. Bidder must submit the HSP letter to the University at the same time it submits its proposal to the University. The HSP letter must be submitted under separate cover and in a separate envelope (the "HSP Envelope"). Bidder must ensure that the top outside surface of the HSP Envelope clearly shows and makes visible: - Bid No. and the Bid Opening Date, both to be located in the lower left hand corner of the top surface of the envelope, and Name and the return address of the Bidder, and - The phrase "HUB Subcontracting Plan Letter". **Any bid submitted in response to this Invitation for Bid that is not accompanied by a separate HSP Letter Envelope meeting the above requirements will be rejected by the University as that bid will be considered non-responsive due to material failure to comply with advertised specifications.**
- 1.5.4 Base Proposals, Qualifications or HUB Subcontracting Plan Letters that are received late will be returned to the respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the Proposal submittal location identified above.
- 1.5.5 The Owner will not acknowledge or receive Base Proposals, Qualifications or HUB Subcontracting Plan Letters that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

- 1.5.6 Properly submitted Base Proposals, Qualifications or HUB Subcontracting Plan Letters will not be returned to the respondents.
- 1.5.7 Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud after the HUB Subcontracting Plans are received and confirmed by the Owner.
- 1.6 **POINT-OF-CONTACT:** The Owner designates the following person, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.
- The University of Texas at Arlington  
Office of Facilities Management  
Attention: Viki Lewis  
1225 W. Mitchell Street, Suite 205  
Box 19228  
Arlington, TX 76019  
Phone: 817-272-0192  
Fax: 817-272-5794  
E-mail: vlewis@uta.edu
- 1.7 **EVALUATION OF PROPOSALS:** The evaluation of the Proposals shall be based on the requirements described in this RFP. Approximately Fifty Percent (50%) of the evaluation will be based on the Respondent's Pricing and Delivery Proposal; the remaining evaluation will be based on the Respondent's qualifications. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.
- 1.8 **OWNER'S RESERVATION OF RIGHTS:** The Owner reserves the right to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. The University reserves the right to award multiple contracts based upon initial Proposals received, without discussion of such offers.
- The Owner reserves the right to purchase bricks and other materials depending on the scope of the task when work is assigned.
- 1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting it's Proposals in response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" Respondent will require subjective judgments by the Owner.
- The Owner reserves the right to consider any Proposal "non-responsive" if the Base Proposal Cost is determined to be unreasonable or irresponsible in relation to the other submitted Proposals and/or the Owner's estimate of the construction cost.
- 1.9.1 Best Value evaluation factors to be used shall be:
- (1) Purchase price;  
(2) Reputation of the vendor and of the vendor's goods or services;  
(3) Quality of vendor's goods or services;  
(4) Extent to which the goods or services meets UTA's needs;  
(5) Vendor's past relationship with UTA;  
(6) Impact on ability of UTA to comply with the laws and rules relating to Historically Underutilized Businesses;

- (7) Impact on the ability of UTA to comply with the laws and rules relating to the procurement of goods and services from persons with disabilities;
- (8) Long term cost to UTA of acquiring the vendor's goods or services;
- (9) Compliance with University's terms and conditions;
- (10) Compliance with University's insurance requirements; and
- (11) Any relevant factor that a private business entity would consider in selecting a vendor.

The University will be the sole judge of the best value criteria.

1.10 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP process shall be at the sole risk and responsibility of the respondent. Respondents submit Proposals at their own risk and expense.

1.11 **MANDATORY PRE-SUBMITTAL CONFERENCE:** A mandatory pre-submittal conference will be held at the time and location described below.

**September 18, 2018 at 2:00p.m. Local Time**

**University of Texas at Arlington  
Office of Facilities Management  
1225 West Mitchell Street, Suite 205  
Arlington, Texas 76013**

This may be the only opportunity for potential respondents to ask questions about the proposal and potential Project site(s) before the submittal of Proposals. A slide show as an example of anticipated work will be shown at pre-submittal conference.

**Attendance at the pre-submittal conference is Mandatory. Proposals from respondents that do not attend the pre-submittal conference will be opened and tabulated and then rejected for failure to meet the mandatory pre-submittal conference specification.**

1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Proposal.

1.13 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of The University of Texas System, and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, The University of Texas at Arlington has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (included in the Proposal Documents). The Policy applies to all contracts with an expected value of \$100,000 or more. If UT Arlington determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan will be required when work is assigned. Failure to submit a required HUB Subcontracting Plan Letter will result in rejection of the Proposals.

1.14 **SALES AND USE TAXES:** Texas Tax Code Section 151.311 provides that certain tangible personal property incorporated into realty or consumed at the jobsite in the performance of a contract for an improvement to realty for certain exempt entities, including The University of Texas System, are exempt from state sales tax. Section 150.311 also provides that certain otherwise taxable services performed at the jobsite are exempt from taxes on University of Texas System projects. It is the responsibility of the Respondent to incorporate allowable tax savings into its Proposal.

1.15 **CERTIFICATION OF FRANCHISE TAX STATUS:** Corporate or limited liability company Respondents are advised that if successful it will be required to submit certification that it is not delinquent in the payment of any franchise tax status due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state legal entity and not subject to the Texas Franchise Tax, whichever is applicable. The

Respondent further agrees that each subcontractor and supplier under contract will also provide an appropriate certification of franchise tax status.

- 1.16 **PREVAILING MINIMUM WAGE RATE DETERMINATION:** Respondents are advised that the Texas Prevailing Wage Law applies to this Project and will be administered in accordance with the University of Texas General Conditions for Building Construction Contracts and the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." A copy is attached to this Request for Proposals.
- 1.17 **DELINQUENCY IN PAYING CHILD SUPPORT:** Pursuant to Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the award of or payment for the Project and acknowledges that any agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 1.18 **CERTAIN PROPOSALS AND CONTRACTS PROHIBITED:** Under Section 2155.004 *Texas Government Code*, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or invitation to submit proposal on which the proposal or contract is based. A state agency may not accept a proposal or award a contract to any individual not residing in this state or business entity not incorporated in or whose principal domicile is not in this state unless the individual or business entity: (1) holds a permit issued by the comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in this state or (2) certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax. If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. If the certification required as described above is shown to be false, the vendor is liable to the state. This section does not create a cause of action to contest a proposal or award of a state contract. In the absence of a certification by the vendor as described above, the purchasing state agency shall determine if a prospective vendor holds a permit for the collection and remission of state and local sales and use taxes.
- 1.19 **REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE:** The Division of Workers' Compensation of the Texas Department of Insurance (TDI) has adopted rule TAC Title 28, Part 2, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires Workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements are set forth in paragraph 5.2 Workers' Compensation Insurance Coverage of the General Conditions.
- "Persons providing services on the project ("subcontractor" in §406.096 of the Act)--With the exception of persons excluded under subsections (h) and (i) of this section, includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but is not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets."
- 1.20 **DISPUTE RESOLUTION:** The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by the Owner and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor, that is not resolved under procedures described throughout the Uniform General and Supplementary General Conditions (UGC) (ref. UGC Article 15 Dispute Resolution)

Neither the occurrence of any event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction. Nothing herein shall waive or be construed as a waiver of the state's sovereign immunity.

1.21 **PAYMENT FOR MATERIALS AND SERVICES:** Any partial payments made in accordance to the 2013 Uniform General Conditions for University of Texas System Building Construction Contracts. With respect to payment for materials, payment will only be approved for materials that are actually installed. Invoices for payment for work performed and materials installed shall be submitted monthly, lump sum, or as mutually agreeable between Contractor and Owner's Representative. Invoices will be for each individual task order and will not combine task orders on one invoice. UT Arlington's standard payment terms are "Net 30 days" as mandated by the Texas Prompt Payment Act (ref. Chapter 2251, Government Code). An amount to be held for retainage will be determined on basis of each individual task order. Some tasks will require retainage amount of 5% of the completed work be held by the Owner until final completion, approval, and final acceptance of the task.

All documentation required by a task (warranty papers as an example) must be submitted to the Owner prior to final payment on the task order.

1.22 **ASBESTOS CONTAINING MATERIALS**

The Contractor shall insure that if any suspect asbestos containing material is encountered, the Construction Manager will immediately notify the UT Arlington Project Manager. The UT Arlington Facilities Management Asbestos Program will perform or contract for any asbestos inspections, asbestos abatement, asbestos project management, and third-party asbestos monitoring.

The Contractor shall provide a certification statement, included with each material submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as Non Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;

Texas Asbestos Health Protection Rules (TAHPR—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of State Health Services Licensed Inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

**At Final Completion, the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Chapter 295.34, par. c.1 that no Asbestos Containing Building Materials (ACBM) was used, provided, or left on each task during construction.**

## 1.23 BACKGROUND CHECKS

Responsibility for Individuals Performing Services; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a permitted subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Work, and (2) have an appropriate criminal background screening performed on all such individuals. Contractor shall determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide such services.

Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus, including:

- 1) Drug distribution activity or felony drug possession
- 2) Sexual offenses
- 3) Crimes of violence involving physical injury to another person
- 4) Child abuses, molestation or other crimes involving child endangerment
- 5) Murder
- 6) Kidnapping
- 7) Theft or embezzlement
- 8) Any crime involving moral turpitude

Contractor will update the List each time there is a change in the individuals assigned to perform the Work on a task order. A Background Check Letter will be required for each task.

Prior to commencing performance of the Work under this Agreement, Contractor will provide University a letter signed by an authorized representative certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

## 1.24 UNDOCUMENTED WORKERS

The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Project in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

## 1.25 GROUP PURCHASING AUTHORITY

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

1.26 **DISCLOSURE REQUIREMENTS**

As part of the contract execution process, and as required by House Bill 1295, the successful Proposer(s) will be required to complete and submit Form 1295 “Certificate of Interested Parties” for certain types of contracts expected to exceed \$1 million over the potential life of the contract. The form can be downloaded at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The form requires disclosure of parties with controlling interest and/or any intermediaries acting on behalf of the Proposer. The form will be requested to be returned with contract during execution of the contract with the successful Proposer(s).

“Controlling Interest” means

- 1) an ownership interest or participating interest in a Business Entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
- 2) membership on the board of directors or other governing body of a Business Entity of which the board or other governing body is composed of not more than 10 members; or
- 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a Business Entity that has more than four officers.

“Intermediary” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the Business Entity who:

- 1) Receives compensation from the Business Entity for the person’s participation;
- 2) Communicates directly with the UT Institution on behalf of the Business Entity regarding the contract; and
- 3) Is not an employee of the Business Entity.

1.27 **SITE INVESTIGATION:** The respondent shall make a thorough examination of the project site and become familiar with the existing conditions **prior** to submission of a quote on an individual task. The respondent shall make complete allowances for conditions under which the respondent will be required to operate, and this shall be considered in the quote. Respondent is responsible for own measurements and shall not rely on any plans provided by the University.

1.28 **PAYMENT AND PERFORMANCE BONDS:** The successful respondent will be required to furnish Payment and Performance Bonds in the amount of One Hundred Percent (100%) of the task order amount. The applicable forms are attached and must be the form utilized when a task order requires bonding. The Bond(s) must be issued by a corporate surety qualified to do business in Texas and acceptable to the University. If a task order exceeds \$25,000, contractor will be required to furnish a Payment Bond in the amount of One Hundred Percent (100%) of the task order amount. A performance bond in the amount of one hundred percent (100%) of the task order amount will be required if the task amount exceeds \$100,000.

## **SECTION 2 – EXECUTIVE SUMMARY**

2.1 **HISTORICAL BACKGROUND:**

The University of Texas at Arlington (“UTA” or “University”) is a Carnegie Research-1 “highest research activity” institution. With a projected global enrollment of close to 57,000 in Academic Year 2016-17, UTA is the largest institution in The University of Texas System. Guided by its Strategic Plan Bold Solutions | Global Impact, UTA fosters interdisciplinary research within four broad themes: health and the human condition, sustainable urban communities, global environmental impact, and data-driven discovery. UTA was recently cited by U.S. News & World Report as having the second lowest average student debt among U.S. universities. U.S. News & World Report also ranks UTA fifth in the nation for undergraduate diversity. The University is a Hispanic-Serving Institution and is ranked as the top four-year college in Texas for veterans on Military Times’ 2017 Best for Vets list.

The University's main campus in Arlington includes approximately 420 acres bisected by Trading Horse Creek and more than 100 buildings (the “Campus”). UTA is home to the city's first mixed-use, residential and retail development – College Park District. The 7,000-seat College Park Center is the district's centerpiece and the new home court for UTA basketball and volleyball, concerts, commencement exercises and other major events. The two (2) other campuses operated by University are located in Fort Worth, Texas, at Riverbend Park and the University of Texas at Arlington Fort Worth Center.

2.2

PROJECT DESCRIPTION AND SCOPE:

Furnish all labor, materials, tools, and equipment to perform task order work when task order is assigned by Owner. Owner will negotiate with Contractor on each task order for the scope of work, equipment and materials to be furnished by Contractor or Owner, and timeframe to perform work.

Each individual task to be accomplished under the Contract shall be through the issuance of a Task Order. Contractor will supply a written proposal for each Task Order and shall include a work plan, a line item proposal, a detailed narrative scope of work, construction performance schedule, description of HUB compliance and any special conditions that might apply to that specific Task Order. The University shall be responsible for the creation of the Task Order, as well as, the supervision and acceptance of the Task Order Proposal and, if acceptable, shall issue a Task Order to the Contractor for the Work described therein.

**PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. FAILURE TO RESPOND TO ALL QUESTIONS AND COMPLETE ALL BLANKS ON UNIVERSITY PROVIDED FORMS MAY RENDER A PROPOSAL NON-RESPONSIVE AND ELIMINATE IT FROM CONSIDERATION FOR AWARD OF A CONTRACT.**

FOR ELECTRONIC UPDATES TO THIS REQUEST FOR PROPOSALS, ADDENDA AND FUTURE WORK, GO TO THE ESBD WEBSITE AT: <http://esbd.cpa.state.tx.us/>

THE UNIVERSITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE MINOR IRREGULARITIES IN ANY OR ALL PROPOSALS AT ITS DISCRETION.

The University does not guarantee that any minimum quantity of work ("Task Order") will be authorized pursuant to any agreement entered into as a result of this RFP. However, the University believes, in good faith, that the cumulative value of the Task Orders it will issue will be at least \$100,000.00 for the base period and \$100,000.00 for each of the four (4) option period extensions (the "Target Minimum Value"). Failure to achieve either the Target Minimum Value shall not be considered or construed as a breach of any agreement by the University nor shall it be grounds for termination of the agreement by a contractor.

The price for any specific Task Order issued by the University pursuant to an agreement entered into as a result of this RFP shall be based on the pricing entered on the Pricing Submittal Form of this RFP (Exhibit I). The price and scope of individual Task Orders shall be established and negotiated as provided by the Contract Agreement.

2.3

TERM OF CONTRACT AGREEMENT:

Base term of contract will be for one (1) Twelve Month period with option to renew annually for four (4) additional one year extensions.

At the time of renewal the pricing on this contract may be increased, decreased, or remain the same. If increased, the increase must be justifiable and the amount may not exceed 3% over the previous period. If price increase is not justifiable, the contact will be canceled.

2.4

PROJECT PLANNING SCHEDULE:

The following anticipated dates are for planning purposes only (if there is a conflict between the dates below and the Proposal Form, the duration shown on the Proposal Form shall govern). The contractual dates required by the Owner of the "best value" respondent will be identified in the executed agreement.

- Owner conducts Mandatory Pre-Submittal Conference **September 18, 2018 at 2:00 p.m.**
- Owner receives Request for Proposals **October 2, 2018 at 3:00 p.m.**
- Owner receives HUB Subcontracting Plan Letter **October 2, 2018 at 3:00 p.m.**
- Owner executes Agreement **October 15, 2018**

## **SECTION 3 – REQUIREMENTS FOR COMPETITIVE SEALED PROPOSALS**

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Proposals to all questions in Section 3 formatted as directed in Section 4. Incomplete Proposals will be considered non-responsive and subject to rejection.

### **3.1 CRITERIA ONE: RESPONDENT'S SAFETY MANAGEMENT PROGRAM**

- 3.1.1 The Vision of the University of Texas at Arlington is to eliminate workplace injuries on all construction projects. We consider safety a core value within our organization and attach the highest importance to this section in scoring evaluation. **The response to Criterion One may be reviewed by the Owner's safety professional.**
- 3.1.2 Provide details of your corporate safety organizational structure including individuals, titles and corresponding duties and safety resources your firm will bring to the project.
- 3.1.3 Describe in detail how your firm would provide unique project specific safety orientation training for a task. Provide examples and details.
- 3.1.4 Briefly describe the firm's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's Safety program.
- 3.1.5 For all projects that the firm has managed (or co-managed) in the past five (5) years, list and describe all events or incidents that have reached any of the following levels of severity:
  - Any occupational illness or injury that resulted in death or total and permanent disability
  - Any occupational illnesses or injuries that resulted in hospital admittances
  - Explosion, fire or water damage that claimed 5% of the project's construction value
  - Failure, collapse, or overturning of a scaffold, excavation, crane or motorized mobile equipment when workers were present at the project
- 3.1.6 Identify the firm's annual OSHA Recordable Incident Rates (RIR) for all work performed during the past five (5) calendar years.
- 3.1.7 Identify the firm's annual OSHA Lost Workday Case Incident Rates (LWCIR) for all work performed during the past five (5) calendar years.

### **3.2 CRITERIA TWO: RESPONDENT'S ABILITY TO PROVIDE CONSTRUCTION SERVICES**

- 3.2.1 Provide the following information on your firm for the past **five** (5) fiscal years:

#### **Volume**

- Annual number, value and percent change of contracts in Texas per year;
- Annual number, value and percent change of contracts nationally per year;

#### **Revenues**

- Annual revenue totals and percent change per year;

#### **Bonding**

- Total bonding capacity;
- Available bonding capacity and current backlog;

- 3.2.2 Attach a letter of intent from a surety company indicating your firm's ability to bond for a task order exceeding \$25,000. The surety shall acknowledge that the firm may be bonded for maximum construction cost of 100% of a Task Order Amount and multiple task orders can be assigned at same time. Payment bond required for 100% of each task order amount over \$25,000 and Performance bond is required for 100% of each task order amount over \$100,000. Bonding requirements are set forth in the Agreement and in the Uniform General and Supplementary General Conditions for The University of Texas System Building Construction Contracts

- 3.2.3 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.
- 3.2.4 Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the Owner.
- 3.2.5 Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.
- 3.2.6 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.

### **3.3 CRITERIA THREE: QUALIFICATIONS OF CONSTRUCTION TEAM**

- 3.3.1 Provide resumes of the Respondent's team that will be directly involved in the Tasks, including their experience with similar projects, the number of years with the firm, and their city(s) of residence. Include as applicable; Project Manager, Superintendent, Project Scheduler, Quality Control Inspectors, Safety Coordinator / Assistant, Forman. **Identify the individuals who will be on-site and in charge daily.**
- 3.3.2 For the each team member identified above, provide his/her current status, and when each team member will be available to provide Construction Services for a task order.
- 3.3.3 Describe, in graphic and written form, the proposed Task assignments and lines of authority and communication for each team member to be directly involved in the Task. Indicate the estimated percent of time these team members will be involved in the Construction Services.

### **3.4 CRITERIA FOUR: RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS IN TEXAS**

- 3.4.1 Identify and describe the Construction Team's past experience for providing Construction Services that are **MOST RELATED TO THIS BLANKET ORDER** within the last five (5) years. **Contractor must have significant renovation and upgrade experience for masonry restoration, brick repairs and installation, and facilities waterproofing.** List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
  - Project name, location, contract delivery method, and description
  - Color images (photographic or machine reproductions)
  - Final construction cost
  - Final project size in gross square feet
  - Type of construction (new, renovation, or expansion)
  - Actual Notice To Proceed, Substantial Completion, and Final Payment dates for Construction Services
  - Name of Project Manager (individual responsible to the Owner for the overall success of the project)
  - Name of Project Superintendent (individual responsible for coordinating the day to day work)
  - What is the total recordable incident rate and days away from work rate for each of the listed projects; including all project participants? Information obtained from SafetyNet is acceptable if available.

References (for each project listed above, identify the following):

- **The Owner's representative who served as the day-to-day liaison during construction, including telephone number**
- Architect/Engineer's name and representative who served as the day-to-day liaison during construction, including telephone number
- Length of business relationship with the Owner.

References shall be considered relevant based on specific project participation and experience with the respondent. The Owner may contact references during any part of this process. Any negative responses received may be grounds for disqualification of the proposal. The Owner reserves the right to contact any other references at any time during the RFP process.

### **3.5 CRITERIA FIVE: RESPONDENT'S PROJECT PLANNING AND SCHEDULING FOR A TASK ORDER**

- 3.5.1 Describe what you perceive are the critical Construction issues for Masonry Restoration, Brick Repairs and Installation, and Facilities Waterproofing.
- 3.5.2 Describe your approach to assuring timely completion of a task, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to Section 3.4 of this RFP, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.

### **3.6 CRITERIA SIX: RESPONDENT'S QUALITY CONTROL FOR A TASK ORDER**

- 3.6.1 Describe your quality control program. Explain the methods used to ensure quality control during the Construction phase of a task. Provide specific examples of how these techniques or procedures were used from any of three (3) projects listed in response to Section 3.3 or 3.4 of this RFP.
- 3.6.2 Describe how your quality control team will measure the quality of restorations, repairs, or waterproofing, and how will you address non-conforming work.

### **3.7 CRITERIA SEVEN: RESPONDENT'S WARRANTY AND SERVICE SUPPORT PROGRAM**

- 3.7.1 Describe your warranty service support philosophy and warranty service implementation plan for a task order.
- 3.7.2 Describe how you will measure the quality of service provided to the Owner for a task order.
- 3.7.3 Provide reference letters from three (3) Owners identified in Sections 3.4 of the RFP that describe your response to, and performance on, warranty services AFTER substantial completion.

### **3.8 CRITERIA EIGHT: RESPONDENT'S PRICING PROPOSAL**

- 3.8.1 Complete the "Respondent's Pricing Proposal" starting on page 56 and include completed Pricing Form Exhibit I.
- 3.8.2 Complete the "Execution of Offer" starting on page 61.

## **SECTION 4 – FORMAT OF PROPOSALS**

### **4.1 GENERAL INSTRUCTIONS**

- 4.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs. **Fancy covers with photos and graphics, divider sheets, and table of contents are not required. Simple folders are preferred.**
- 4.1.2 Proposals shall be a MAXIMUM OF THIRTY (30) PRINTED PAGES (printed on one side only). The cover, HUB Subcontracting Plan Letter, Pricing and Delivery Proposal, and Execution of Offer do not count as printed pages.

- 4.1.2.1 Proposals shall be submitted as two (2) separate documents 1) Qualifications and Pricing Proposal including Exhibit I with Execution of Offer in a sealed envelope, 2) HUB Subcontracting Plan Letter in a separate sealed envelope.
- 4.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
- 4.1.4 Proposals and any other information submitted by respondents in response to this RFP shall become the property of the Owner.
- 4.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.
- 4.1.7 Proposals shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.
- 4.1.8 Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.

#### **4.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:**

- 4.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with staples. DO NOT USE METAL-RING HARD COVER BINDERS OR SPIRAL-TYPE BINDERS.
- 4.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFP will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFP. Responses to each criteria section should be on a separate page with a header identifying the section. DIVIDER SHEETS ARE NOT REQUIRED.

#### **4.3 PAGINATION:**

- 4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HUB Subcontracting Plan.

## **INSURANCE REQUIREMENTS FOR AWARDED CONTRACTOR:**

If this Contract requires the presence of Contractor, its employees, agents, suppliers or subcontractors (if any) on the property of The University of Texas at Arlington, Contractor will maintain and cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverage's with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

<b><u>TYPE OF COVERAGE</u></b>	<b><u>MINIMUM LIMITS OF LIABILITY</u></b>
<b>Worker's Compensation</b>	<b>Statutory</b>
Employer's Liability:	\$1,000,000 per Accident, Employee and Policy Limit
Commercial General Liability	\$1,000,000 per Occurrence <i>Including contractual liability</i>
Personal & Advertising Injury	\$1,000,000 per Occurrence
General Aggregate	\$2,000,000 per Policy Limit
Product/Completed Ops	\$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Single Limit <i>Must cover all owned, non-owned or hired automobiles,</i>

**All policies (with the exception of Workers' Compensation and Employer's Liability) will be endorsed and name The University of Texas at Arlington, the Board of Regents of the University of Texas System ("Board") and their officers and employees as Additional Insured's for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.**

**All Policies will be endorsed to provide a Waiver of Subrogation in favor of The University of Texas at Arlington and the Board. No policy will be canceled until after thirty (30) days unconditional written notice to University. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal to any insurance policy required from University. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.**

Certificate Holder:  
**University of Texas at Arlington**  
**Office of Facilities Management**  
**Box 19228**  
**Arlington, TX 76019**

### **Place the following in the "Description of Operations..." section of the certificate:**

**"For the Project, BLANKET ORDER FOR MASONRY RESTORATION, BRICK REPAIRS & INSTALLATION, AND FACILITIES WATERPROOFING, The University of Texas at Arlington, The Board of Regents of The University of Texas System ("Board"), and their officers and employees are named as additional insured on the above policies except Worker's Compensation. Waiver of Subrogation is provided in favor of certificate holder – The University of Texas at Arlington and the Board" as required by written contract between named insured and the certificate holder.**

## **MINIMUM WAGE RATE DETERMINATION**

The University of Texas at Arlington is the contracting agency for this construction project. The following statute requires the contracting agency to specify the generally minimum rates of wages in contracts.

Government Code 2258  
“Construction of Public Works in State and  
Municipal or Political Subdivisions; Prevailing  
Wage Rates to be maintained”  
and  
The Uniform General and Supplementary General Conditions  
for University of Texas System Building Construction Contracts

Pursuant to the requirements of this statute, we have determined that the following rates of wages are paid to various classifications of workers in the locality of this project.

Total hourly compensations to each worker must equal or exceed the minimum wage rates stated in the following attachment. Contributions by a worker toward health, pension, vacation, and the like are part of the worker's pay; contributions by the employer are not. Any dollar amounts shown in columns for health, pension, and vacation may be paid either in cash or in kind. Workers in classifications where rates are not identified shall be paid not less than the general minimum rate of "laborer" for the various classifications of work therein listed.

All hours of work over 40 hours per week are overtime and will be compensated at the rate of 1 and 1/2 times the regular wage.

Trainees/helpers, where not otherwise specified above, may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but a rate not less than 60% of the journeyman's wage nor less than the Laborers (General ) rate. At no time shall a journeyman supervise more than two of either apprentices, trainees or helpers. All apprentices/trainees/helpers shall be under the direct supervision of a journeyman working as a crew.

The University reserves the right to audit by certified payrolls for compliance with Minimum Wage Rate.

**ATTACHMENT A**  
**PREVAILING WAGE DETERMINATION**  
**DALLAS AREA**

**The University of Texas System**  
**Office of Facilities Planning and Construction**

**Date: May 27, 2016**

**Construction Type: Building**

**Area: Dallas**

<b>Building Construction Trade Classification</b>	<b>Prevailing Wage Rate</b>
Carpenter	\$15.00
Concrete Finisher	\$16.00
Drywall/Ceiling Installer	\$15.50
Electrician	\$17.00
Elevator Mechanic	\$28.50
Fire Proofing Installer	\$16.71
Flooring Installer	\$15.00
Glazier	\$21.25
Heavy Equipment Operator	\$16.00
Ironworker	\$15.00
Laborer	\$11.00
Light Equip Operator/Driver	\$15.00
Mason/Bricklayer	\$19.50
Painter	\$13.50
Pipefitter	\$21.37
Piping/Ductwork Insulator	\$15.50
Plumber	\$17.63
Roofer	\$15.00
Sheetmetal Worker	\$18.78
Sprinkler Fitter	\$23.53
Tile Setter	NA
Waterproofer	\$15.50

**Notes:**

1. Wages shown are for entry level, minimum wages for each classification and do not include fringe benefits.
2. Unlisted classifications needed for work not included within the scope of the classifications listed may not be added after award. The job classifications are not inclusive of all possible trades on the construction project.
3. It is the responsibility of the contractor to classify the worker in accordance with the published classifications and demonstrate that workers are paid commensurate with determined rates.

## **SPECIAL CONDITIONS**

These Special Conditions are in addition to the requirements of the 2013 Uniform General Conditions for The University of Texas System Building Construction Contracts and are a part of the Contract Documents.

1. **FIELD MANAGEMENT AND TEMPORARY STRUCTURES:**

The Contractor shall coordinate and direct the work of this project from the site. Owner and awarded Contractor will coordinate on each individual task order the needs, if any, for a temporary office or a location for a lock-box trailer.

2. **SANITARY FACILITIES:**

The Contractor shall provide one or more toilet buildings for the use of all persons employed on the job. He shall post notices, take such precautions as may be necessary, and remove refuse deposited in or about the buildings necessary to maintain the premises in a sanitary condition. Neither the Contractor nor any of the construction work forces shall use Owner sanitary facilities unless approved in advance when task order is issued.

3. **PROTECTION:**

Contractor shall properly and effectively protect all materials and equipment furnished by him during and after their installation. Building materials, Contractor's equipment, etc. may be stored on the premises, but not in the existing building. Each subcontractor shall protect and be responsible for any damage to its work or material from the date of the agreement until the final payment is made, and shall make good without cost to the Owner any damage or loss that may occur during this period. The Contractor shall handle all material as directed, so that it may be inspected by the Owner's representative.

4. **SIGNS:**

No signs or advertisements will be allowed to be displayed without the approval of the Owner.

5. **WATCHMAN AND JANITOR:**

The Contractor at its own expense and option may employ an unarmed watchman at such time as it deems necessary to protect its work. The Contractor shall provide a person or persons for janitor work who shall keep all offices clean, attend to the temporary toilet rooms keeping them clean and supplied, and attend to drinking water and supplies. This person shall also help to keep the construction areas broomed, free from accumulated debris, and relatively clean, on a daily basis. Accumulated, collected trash and debris shall be removed from the site not less than weekly.

6. **PROJECT CLEANLINESS:**

The Contractor shall provide manpower for cleaning and it shall be the responsibility of the Contractor to see that the debris and trash resulting from operations are removed from the property. Trash, construction debris, and mud shall not be allowed to accumulate anywhere on the project whether on the grounds, in the adjacent areas, or on the campus streets serving as delivery and haul-off routes for the work on this project. All scrap from lumber, crating, excelsior, paper, and similar types of trash are to be removed from the site. This project requires a thorough cleaning of all affected areas at least once a week; more frequent cleaning may be directed by Owner. Solid debris may not be dumped on the grounds.

7. **REMOVAL OF TEMPORARY FACILITY:**

When a temporary facility is no longer needed for the proper conduct of the work, the Contractor shall remove it from the project and shall repair or replace any material, equipment, or finished surface damaged in doing so.

8. **CLARIFICATION OF INSURANCE REQUIREMENTS:**

Builder's Risk Insurance is not required on this project.

9. **WEATHER DATA:**

Pursuant to Article 9, Paragraph 9.6.2.1 of the Uniform General Conditions/Supplementary General Conditions inclement weather conditions at the project location will be documented with ODR and documented for excusable delays.

10. **PREVAILING WAGE GUIDELINES AND DETERMINATION:**

Pursuant to Article 2, Paragraph 2.2, of the Uniform General Conditions/Supplementary General Conditions, the Contractor is responsible for compliance with the prevailing wage law in accordance with the UT-System Prevailing Wage Guidelines. Compliance includes submission of wage rate notification forms for all workers on the project. The schedule attached to this Request for Proposals indicates the prevailing wage rate determination determined by the Owner.

11. **ONGOING CAMPUS OPERATIONS:**

The Contractor shall maintain a safe environment for staff. Utilities must not be interrupted except when scheduled and approved in advance through established channels

12. **CONTRACTOR PARKING:**

Parking will be limited to approximately four (4) spaces during construction. A limited number of remote parking spaces may be provided at UT-Arlington and will be determined when individual task order is assigned. Such parking will be available at no cost to the Contractor or the workers but will require permits for all vehicles. Such parking is provided for the convenience of the Contractor with the understanding that the Contractor is responsible for all workers and all workers' vehicles while they are on the site. Contractor shall "police" remote parking daily if used and leave area clean and free of trash.

Employees of companies who park their **personal** vehicle in UT Arlington parking facilities, or any property owned or controlled by UT Arlington, to perform their duties are required to purchase a faculty/staff or daily permit. For more information visit the University's Parking and Transportation Services website at <https://www.uta.edu/pats/parking/guest-parking.php>

All costs associated with off-site parking and transporting workers to the job site will be the Contractor's responsibility. All vehicles associated with the contractor and the workers are required to be parked in legally marked parking spaces. No parking on side streets in the area of UT-Arlington will be permitted, whether posted as a "no parking" area or not.

Contractor is responsible for all maintenance and repair to parking areas used by workers if damaged due to excessive fluid leaks, heavy truck traffic related to construction materials, outriggers "foot prints" due to crane or backhoe use, and all other construction related damage. Photos of parking areas, at commencement of work, to be taken by Contractor with Owner's representative present.

In addition, per Police Department Procedure 6-13 "Service Vehicle Operation on Campus, Section V", service vehicles will not be permitted access to interior campus pedestrian areas between the hours of 11 a.m. and 2 p.m. with the exception of emergency situations. Special permission from the UTA Police Department is necessary to drive or park on the mall area during these hours. The full procedure can be viewed at <https://www.uta.edu/policy/procedure/6-13>.

13. **RESPONSIBILITY FOR WORK FORCE:**

The Contractor is responsible for the actions of its entire work force, including subcontractors' and suppliers' employees whenever they are on the site. The Contractor shall submit their plan for identifying and controlling all workers and for management of personnel records, including payroll records. Identification badges for workers, busing of workers from remote parking lot(s), frequent written and verbal reminders to work force of appropriate behavior and avoidance of site facilities, and publishing of established access and egress routes for vehicular and pedestrian traffic are required, as a minimum, in order to maintain control of the work force.

- A. Unacceptable behavior on the part of the workers anywhere on site including parking lots, the project site, and the accessing route(s) through the site through, failure to obtain parking permits, or traffic violations while on site may lead to cancellation of the Contractor's on-campus parking privileges. Further, identifiable offending worker(s) will be removed from the project.
- B. Harassment of any person whether student, faculty, staff, or visitor to the site is forbidden. Harassment includes any action such as jeering, whistling, calling-out, staring, snickering, making rude or questionable comments, or similar behavior. If identifiable, any offending worker(s) will be removed from the project.

14. **SECURITY:**

The Contractor is responsible for security of the construction area and staging areas of the project. Campus police will not provide security for the Contractor's areas. The Contractor may employ unarmed security personnel for their areas of control, but must notify the Owner of any such firms or employees.

15. **NOISE CONTROL:**

Equipment locations and timing or sequence of work operations shall be coordinated so as to not conflict with the Owner's continuing use of adjacent buildings and/or create any interference with scheduled meetings or events.

16. **SMOKING, ILLEGAL DRUGS, ALCOHOL:**

**Use of cigarettes, smokeless cigarettes, chewing tobacco, or any product containing tobacco is not allowed on the site in any location. Use of tobacco products is forbidden inside of buildings, outside of buildings, and on the grounds of the site.**

**Use or possession of illegal drugs or alcohol on the project site or anywhere on site is forbidden.**

17. **UTILITY OUTAGES:**  
Any necessary disruption of building utilities must be scheduled in advance through established procedures. The Contractor shall not activate or deactivate any building system or part of any such system without expressed written direction from the owner.  
**Any disruption of services to the facilities served must be coordinated and approved by Owner at least 72 hours in advance.**
18. **WATER AND ELECTRICAL ENERGY:**  
Water and electrical energy costs shall be paid by Owner. The Contractor shall provide temporary lines for water and all temporary wiring, transformer, and metering equipment for electrical requirements.
19. **TESTING OF MATERIALS:**  
The Owner reserves the right to subject materials and systems incorporated into the Project to routine tests as may be specified or deemed necessary to ensure compliance with the quality and/or performance requirements of the contract documents and/or with laws, ordinances, rules, regulations, and/or orders of any public authority having jurisdiction. The Owner shall provide or contract for, independently of the contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the project by the Owner. If tests confirm that the material/systems comply with Contract Documents, the Owner will pay the cost of the test. (See 2013 Uniform General Conditions for The University of Texas System Building Construction Contracts, Section 8.2 Testing).
20. **SUBMITTALS:**  
All submittals shall be submitted to the Owner as described in Article 8, Section 8.3 of the Uniform General Conditions/Supplementary General Conditions. Any submittals that have the potential to delay the project must be marked as "URGENT" when submitted to the Owner. It is the Contractor's responsibility to receive the response needed from the Owner. If a response is not received by the Contractor, the Contractor must contact the primary contact, and if non-responsive for any reason, continue to seek a response from the Architect/Engineer firm, Director of Institutional Constructors, contract manager/specialist, or Assistant Vice President of Facilities Management. Failure of the Contractor to **follow-up** on submittal response does not relieve the Contractor from the responsibility to keep to the schedule.
21. **DOCUMENTED LABOR:**  
In addition to requirements of Section 1.23 UNDOCUMENTED WORKERS, the awarded Contractor will be required to hire only documented workers who are covered under the workers compensation and federal tax withholding rules. No temporary labor, "independent contractors" or "self-employed" contractors will be allowed on site without being approved by Owner in advance. Workers are expected to be selected based on their availability to work for the duration of the project. All workers must be employees of the contractor unless properly vetted. Workers will be required to demonstrate employment status on the job site. Contractor will be accountable in any situation where compensation and/or legal requirements for workers are questioned by Owner. Contractor will be responsible for any unpaid workers compensation, social security or federal tax withholdings.  
  
The intent of this paragraph is to reiterate the requirements of Section 1.23 UNDOCUMENTED WORKERS, and to notify Contractor that Owner intends to strictly enforce this provision. All workers on site must be able to demonstrate that they are bone fide employees of the Contractor or his listed Subcontractors by documentation. One acceptable form of documentation is a paystub as proof of employment by the Contractor or vetted Subcontractor.

# Competitive Sealed Proposal Evaluation Worksheet

RFP # FM2019-001

## BLANKET ORDER FOR MASONRY RESTORATION, BRICK REPAIRS & INSTALLATION, AND FACILITIES WATERPROOFING

RESPONDENT'S NAME: \_\_\_\_\_

Requirements For Proposals		Points	Score
3.1	Respondent's Safety Management Program for this Project	5	
3.2	Respondent's Ability to Provide Construction Services	5	
3.3	Respondent's Qualifications of Construction Team	10	
3.4	Respondent's Past Performance on Representative Projects in Texas	10	
3.5	Respondent's Planning and Scheduling for This Project	10	
3.6	Respondent's Quality Control and Commissioning for This Project	5	
3.7	Respondent's Warranty and Service Support Program for This Project	5	
3.8	Respondent's Pricing Proposal including Exhibit I and Execution of Offer	50	

## **SAMPLE STANDARD AGREEMENT**

This Agreement is made as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”),

By and between

**The Owner:**

The University of Texas at Arlington  
Office of Facilities Management  
1225 W. Mitchell Street, Suite 205  
Arlington, TX 76013

**and Contractor:**

**for the Project:** Blanket Order for Masonry Restoration,  
Brick Repairs and Installation, and  
Facilities Waterproofing

**Uniform General and Supplementary Conditions Version:** 2013

This Agreement is for the provision of specified construction contracting services, to be performed on a non-exclusive, indefinite quantity basis, as requested by the Owner in accordance with the terms of this Agreement. Contractor represents that he has the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement.

**Contractor and Owner** agree as follows:

## ARTICLE 1

### TERM OF AGREEMENT

1.01 **Initial Term:** This initial term of this Agreement shall begin on the effective date and shall expire one (1) year after that date unless renewed or terminated in accordance with the terms of the Agreement.

1.02 **Renewal Option:** The Owner has the option to renew the term of this Agreement for four (4) successive one (1) year periods upon written notice to the Contractor at least sixty (60) days prior to the expiration of the initial or any subsequent term.

1.03 **Completion of Work in Progress:** The Owner has the option to extend the term of this Agreement, or any renewal period, as necessary for Contractor to complete work on any project approved by the Owner prior to the expiration of the Agreement.

## ARTICLE 2

### AUTHORIZED CONTRACT SUM

2.01 **Contract Sum:** The overall maximum value of this Agreement is indefinite, subject to the contractual authority delegated by the UT System Board of Regents to the Owner's representative. The cost of each specifically authorized project will be established in an "Authorization to Commence Work" issued by the Owner. Established cost amounts shall not be increased except by written change order to a previously issued Authorization to Commence Work executed by the Owner and the Contractor.

2.02 **No Minimum Amount of Work:** It is expressly understood that the Owner is under no obligation to request any services from Contractor and no minimum amount of work is required under this Agreement. All service requests will be made by the Owner on an as-needed basis, subject to future agreement on the scope of the work and its cost. However, as an inducement for Contractor to offer a lower pricing, Owner agrees to use its best efforts to issue Task Orders to Contractor with a cumulative value of at least One Hundred Thousand and 00/100 Dollars (\$100,000.00) during the term of this Agreement.

## ARTICLE 3

### SCOPE OF WORK—SPECIFIC JOB ORDER PROJECTS

3.01 **In General:** The Contractor agrees to provide general and specific construction services on a per-project basis as requested by the Owner in accordance with the terms of this Agreement. The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications associated with any Task Order. The Project Architect, if any, for each Task Order shall be as specified in the individual project task order. The Contractor shall do everything required by this Agreement, the Uniform General, and Supplementary Conditions, any Additional General or Special Conditions of the Contract, the Addenda, the Specifications and Drawings for each Task Order and any other requirements incorporated into this agreement or a specific Task Order by reference.

3.02 **Project Scope:** The specific scope of work for each task order shall be determined in advance and in writing between the Owner and the Contractor.

3.03 **Project RFP:** The Owner shall prepare a Request for Proposal identifying the project and describing in drawings, specification and other appropriate materials the intended scope and character of the project and the schedule for the project. For Projects with an anticipated cost over \$100,000, the Owner shall determine whether subcontracting opportunities exist and require a HUB subcontracting plan as part of the Project Proposal as required.

3.04 **Project Proposal:** In response to a RFP, the Contractor shall provide Owner with a written Project Proposal. The Project Proposal shall include the following:

- a. A narrative description of Contractor's understanding of the project scope of work;
- b. A description of particular phases of the scope of the work, if applicable;

- c. A Cost Proposal (prepared in accordance with Exhibit I of RFP #FM2019-001) detailing:
  - 1. any costs that the Contractor intends to charge to the project;
  - 2. a statement that all Contractor fees, overhead expenses and general conditions are included in the Cost Proposal; and
  - 3. a lump sum figure for performing the work, if appropriate;
- d. A proposed date to commence the work;
- e. A list of all subcontractors that Contractor proposes to use in the performance of the work;
- f. A HUB Subcontracting plan, if required;
- g. Any qualifications or conditions applicable to the Task Order; and

**3.05 Project Proposal Review:** The Owner and the Contractor shall review Contractor's Project Proposal and negotiate any changes, clarifications or modifications as required. The Contractor shall submit a revised Project Proposal incorporating any changes, clarifications or modifications made in the review process. The Owner may accept, reject or seek modification of any Project Proposal.

**3.06 Notice to Proceed:** Upon approval of a specific Project Proposal by the Owner, the Owner shall issue a written Task Order. The Task Order authorizes the Contractor to begin the work identified in the Project Proposal (the Work) on the date specified. The Contractor shall complete the Work within the number of days specified in the Project Proposal accepted by the Owner, subject to extensions of time approved by the Owner through Change Order. The time set forth for completion of the Work for each Project is an essential element of the Project. The Task Order shall include a Purchase Order number specific to the project.

**3.07 Group Purchase Authority:** Texas law authorizes institutions of higher education (defined by Section 61.003, *Education Code*) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115 and 74.008, *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this contract.

## **ARTICLE 4 CONTRACTOR'S GENERAL RESPONSIBILITIES**

**4.01 Project Manager:** The Contractor shall manage the Work on any project authorized pursuant to this Agreement. The Contractor shall provide all labor and material necessary and reasonably inferable for the complete performance of any Work authorized pursuant to this Agreement.

**4.02 Standard of Care:** Contractor agrees to use its best efforts, skill, judgment, and abilities to perform the Work in an expeditious and timely manner as is consistent with the orderly progress of any project authorized pursuant to this Agreement. Contractor shall at all times provide a sufficient number of qualified personnel to accomplish the Work within the time limits set forth in the schedule.

**4.03 Compliance with Laws:** Contractor shall endeavor to perform the Work in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

**4.04 Existing Conditions:** Contractor shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by Owner, or any other party, that Contractor uses for the Project.

**4.05 Correction of Work:** Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to Owner.

**4.06 Phasing:** The Contractor shall not proceed beyond any previously authorized phase of the Work for a project unless authorized by the Owner in writing, except at the Contractor's own financial risk. Applicable phases of the scope of work shall be identified in the Project Proposal.

4.07 **Representative:** Contractor shall designate a representative primarily responsible for the Work under this Agreement. The designated representative shall act on behalf of Contractor with respect to all phases of the Work and shall be available as required for the benefit of any project and the Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

4.08 **Documentation:** The Contractor shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Project Proposal. The Contractor shall bear the cost of providing all plans, specifications and other documents used by the Contractor and its consultants.

## ARTICLE 5 THE OWNER'S RESPONSIBILITIES

5.01 **Project RFP:** The Owner shall provide a Project RFP setting forth the Owner's description of the project scope in drawings, specifications and other appropriate documents, schedule, objectives, characteristics and constraints, and a description of the basic services to be provided by the Contractor for the project.

5.02 **Representative:** The Owner designates Mr. Jeff L. Johnson as its representative authorized to act in the Owner's behalf with respect to the Project. Contractor shall coordinate its work solely through the designated representative. The Owner designates Mr. John D. Hall or his designee as its representative for the purpose of administering this contract and as its representative in any dispute resolution procedures.

5.03 **Special Information:** The Owner shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the project. Owner shall furnish other special investigations of the Project site as requested by the Contractor and as reasonably necessary for the Project. Contractor shall exercise reasonable care in relying upon this information in the performance of its services under this Agreement. Owner makes no warranties or representations as to the accuracy or suitability of information provided to the Contractor by the Owner or by others.

5.04 **Entry on Land:** The Owner shall assist Contractor in gaining entry to state owned or controlled property as necessary for Contractor to perform its services under this Agreement.

5.05 **Administrative Services:** The Owner shall furnish all legal, accounting, auditing and insurance counseling services that it requires for the Project.

5.06 **Review of Work:** The Owner will review the Work in progress as appropriate. The Owner will notify the Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that the Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

5.07 **Time for Response:** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Contractor's services and of the Work.

## ARTICLE 6 ACCEPTANCE OF WORK

6.01 **Owner's Satisfaction:** All Work performed under this Agreement shall be completed to the satisfaction of the Owner's representative assigned to the project. The Owner's representative shall decide all questions regarding Contractor's performance under the Agreement and such decisions shall be final and conclusive.

6.02 **Correction of Work:** Should Contractor's Work not conform to the requirements of this Agreement and the Task Order as determined by the Owner's representative, Owner may order the Contractor to correct the Work at no additional expense to the Owner or deduct the cost of correcting the Work from any other monies payable to the Contractor.

6.03 **Liability:** Owner's approval or acceptance of Contractor's Work will not release Contractor from any liability for any defects in the Work.

## **ARTICLE 7**

### **COST PROPOSALS**

**7.01 Required for Each Project:** Contractor shall prepare a cost proposal for each project RFP requested by the Owner. The cost proposal shall identify the items and any other costs proposed to be included in the cost of the Work for a Task Order based on RFP #FM2019-001 Pricing Proposal included as Exhibit I.

**7.02 Other Costs:** Extraordinary costs that are unique to a specific Task Order and not generally or reasonably included in the Pricing Proposal may be added only if authorized or confirmed in writing by the Owner. Such extraordinary costs may be calculated as a lump sum for the Task Order on a "Not to Exceed" basis.

## **ARTICLE 8**

### **PAYMENT**

The Owner shall pay the Contractor for Work performed on Task Orders authorized by the Owner in writing in a Notice to Proceed, subject to allowable additions and deductions, and make payment on account as provided by the Uniform General and Supplementary General Conditions.

## **ARTICLE 9**

### **DISPUTE RESOLUTION**

**Government Code Chapter 2260 Controls:** Contractor's claims for breach of this Agreement that are not resolved informally are governed by Texas Government Code, Chapter 2260, as it may be amended from time to time, unless preempted by other applicable law. The submission, processing and resolution of Contractor's claims are governed by rules adopted by the Texas Attorney General at 1 Tex. Admin. Code, Chapter 68, as currently effective or subsequently amended.

## **ARTICLE 10**

### **HISTORICALLY UNDERUTILIZED BUSINESSES**

**10.01** The Owner has adopted **Exhibit H**, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Contractor, as a material provision of the Agreement, must comply with the requirements of the Policy and adhere to any HUB Subcontracting Plan submitted with Contractor's Proposal. No changes to the HUB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

## **ARTICLE 11**

### **LIQUIDATED DAMAGES**

The Notice to Proceed for each Task Order authorized by the Owner may include an amount that will be deducted from the Project Cost for each consecutive calendar day after the completion date established by the Notice to Proceed that any Work, including the correction of deficiencies found during the final testing and inspection, is not completed. The amount specified for a particular Task Order will be deducted not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

## **ARTICLE 12**

### **CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK**

**12.01** The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

**12.02** The Contractor shall contact the Owner for any required asbestos work. The Owner will provide and pay for Texas Department of Health licensed individuals, consultants or companies used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

12.03 The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

12.04 The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement.

12.05 All materials used on this Project shall be certified as non-Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

12.05.1 Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

12.05.2 National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;

12.05.3 Texas Asbestos Health Protection Rules (TAHRR—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

12.06 Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

12.07 The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

12.08 At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

13.01 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law.

13.02 **Confidentiality:** The Contractor shall treat any Owner supplied information or information pertaining to Owner's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Owner in writing.

13.03 **Successors and Assigns:** The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Agreement are, however, assignable by Owner.

13.04 **Subcontracting:** The Contractor agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the Contractor must identify the subcontractor(s) to Owner prior to any subcontractor beginning work. Submission and approval of a Historically Underutilized Businesses (HUB) Sub Contractor Plan is considered consent under this Article.

13.05 **Loss of Funding:** Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this

Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

**13.06 Open Records:** All information, documentation and other material submitted by the Contractor may be subject to public disclosure under the Public Information Act, Texas Government Code Chapter 552.

**13.07 Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, the Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**13.08 Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

**13.09 Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**13.10 Taxes:** The University of Texas System is a tax exempt State of Texas Agency under Chapter 151, Texas Tax Code and an institution of higher education. Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses.

**13.11 Eligibility Certification:** Pursuant to Section 2155.004, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

**13.12 Captions:** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**13.13 Severability:** Should any provisions(s) of this Agreement be held invalid or unenforceable in any respect, that provision shall not affect any other provisions and this Agreement shall be construed as if the invalid or unenforceable provision(s) had not been included.

**13.14 Waivers:** No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Agreement shall not be construed as a future waiver of that provision or a waiver of any other provision of the Agreement.

**13.15 Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

**13.16 Governing Law and Venue:** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Tarrant County, Texas.

**13.17 Entire Agreement:** This Agreement constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Agreement or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Agreement.

13.18 **Financial Interest:** By signature hereon, Contractor certifies that no member of the Board of Regents of The University of Texas System, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

13.19 **Products and Materials Produced in Texas:** If Contractor will provide services under this Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

13.20 **Authority to Act:** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

13.21 **Records:** Records of expenses pertaining to additional services, services performed on the basis of a Worker Wage Rate or Monthly Salary Rate, or reimbursable expense, if allowed, shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

13.22 **Illegal Dumping:** The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

13.23 **Ethics Matters/No Financial Interest: Ethics Matters/No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand the following:

University's Conflicts of Interest Policy available at  
<https://www.uta.edu/hr/records-services/documents/conflicts.pdf>

and University's Standards of Conduct Guide available at  
<https://www.uta.edu/policy/procedure/3-34>

and UT System Ethics available at  
<https://www.utsystem.edu/offices/systemwide-compliance/ethics>

and applicable state ethics laws and rules available at  
<https://www.ethics.state.tx.us>

Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

13.24 **Disclosure of Interested Parties.** By signature hereon, Contractor certifies that, if the value of this agreement exceeds \$1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Contractor.

13.25 **Contractor Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**13.26 Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*], Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**13.27 Domestic Iron and Steel Certification.** Pursuant to Sections 2252.201-2252.205 of the Government Code, Service Provider certifies that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the project is produced in the United States.

## **ARTICLE 14**

## **NOTICES**

**14.01** All notices, consents, approvals, demands, requests or other binding communications under this Agreement shall be in writing. Written notice may be delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

**14.02** The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

(a) If to Owner: \_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

(b) With Copies to: \_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

(c) If to Contractor: \_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Fax: \_\_\_\_\_

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

(SEAL)

(Contractor)

ATTEST:

By: \_\_\_\_\_  
(original signature)

By: \_\_\_\_\_  
(original signature)

\_\_\_\_\_  
(name and title typed)

\_\_\_\_\_  
(name and title typed)

THE UNIVERSITY OF TEXAS AT ARLINGTON  
(Owner)

By: \_\_\_\_\_  
(original signature)

Name: John D. Hall

Title: Vice President for Administration and  
Campus Operations

#### EXHIBITS

The Following Exhibits are incorporated by reference for all purposes:

- |           |   |
|-----------|---|
| Exhibit A | Request for Proposal #FM2019-001                        |
| Exhibit H | Historically Underutilized Business Subcontracting Plan |
| Exhibit I | Pricing Proposal form                                   |

## PERFORMANCE BOND

Surety Bond No. \_\_\_\_\_

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF §

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the State of Texas as Obligee in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through The University of Texas at Arlington for and on behalf of dated \_\_\_\_\_, 2018, for project

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the said Contract in accordance with the Plans and Specifications and Contract Documents, and shall fully indemnify and save harmless the State of Texas from all cost and damage which the State of Texas may suffer by reason of Principal's default or failure so to do and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event that the Principal is declared in default under the said Contract, the Surety will within Fifteen (15) days of the State of Texas' declaration of such default take over and assume completion of said contract and become entitled to the payment of the balance of the Contract Price. Conditioned upon the Surety's faithful performance of its obligations, the liability of the Surety for the Principal's default shall not exceed the penalty of this bond.

The Surety agrees to pay to the State of Texas upon demand all loss and expense, including attorney's fees, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

This bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as amended.

Provided further, that if any legal action be filed upon this bond, venue shall lie in the county where the said Contract is to be performed.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the said Contract or to the work or to the Specifications. By signature hereon, if the amount of this bond exceeds \$100,000, then the Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

- (1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
  - (2) had reinsured any liability in excess of \$100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_  
Principal

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

(SEAL)

\_\_\_\_\_  
Surety

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

Surety's Texas Local Recording  
Agent or Resident Agent:

Surety's Home Office Agent or Servicing  
Agent:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

License No. \_\_\_\_\_

File No. \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

PAYMENT BOND

Surety Bond No. \_\_\_\_\_

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF §

That we, \_\_\_\_\_, as Principal, and  
State of Texas as Obligee in the penal sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through The University of Texas at Arlington for and on behalf of, dated \_\_\_\_\_, 2018, for project \_\_\_\_\_.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payments to all claimants as defined in Section 2253.021, Texas Government Code, as amended, of all persons supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

In the event that the Principal fails to promptly pay when due persons who have supplied labor, materials, or supplies used in the performance of the said contract, the Surety will, upon receipt of notice from the State of Texas or a claim in the form required by law, satisfy all undisputed balances due, and make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no event shall the liability of the Surety for the Principal's failure to promptly pay for labor, materials, or supplies exceed the penalty of this bond.

This Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's fees, incurred by the State of Texas by reason or on account of any breach of this obligation by Surety.

Provided further, that this bond is made and entered into for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Section 2253.021, Texas Government Code, as amended. If any legal action is filed upon this bond, venue shall be in the county where the said Contract is to be performed.

By signature hereon, if the amount of this bond exceeds \$100,000, then the Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

- (1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (2) had reinsured any liability in excess of \$100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

Principal

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

(Typed Name and Title)

(Typed Name and Title)

(SEAL)

Surety

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

(Typed Name and Title)

Surety's Texas Local Recording  
Agent or Resident Agent:

(Typed Name and Title)

Surety's Home Office Agent or Servicing  
Agent:

(Signature)

Name: \_\_\_\_\_

(Typed Name)

Title: \_\_\_\_\_

License No. \_\_\_\_\_

Address: \_\_\_\_\_

File No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**UNIVERSITY OF TEXAS AT ARLINGTON  
ENVIRONMENTAL HEALTH & SAFETY  
CONSTRUCTION SITE PROCEDURES FOR CONTRACTORS**

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**1. GENERAL SAFETY**

The purpose of these procedures is to provide a safe work environment for all individuals at the University of Texas Arlington (UT Arlington). All contractors performing services on the UT Arlington campus shall comply with all applicable local, state and federal policies. This includes implementing and providing any required employee training and/or written programs.

Before providing any services, the contractor shall furnish to the Environmental Health & Safety Office (EH&S) a copy of all applicable required written programs and documentation of training for all employees under their control.

**2. APPLICABLE REGULATIONS**

The terms pollutant, pollution, hazardous waste, hazardous substance, hazardous material, or contaminant, refer to any toxic or harmful substance as defined by the Occupational Safety & Health Act (OSHA), the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Superfund Amendments and Reauthorization Act (SARA), the National Fire Protection Association (NFPA), Texas Regulations for Control of Radiation (TRCR) and/or any other applicable federal, state, or local law, rule, or regulation.

The following OSHA regulations may apply to services performed and require the contractor to provide proper employee

training, documentation of employee proficiency, and/or a written program:

- Respirator Protection, 29 CFR 1910.134, Subpart I
- Personal Protective Equipment, 29 CFR 1910, Subpart I
- Permit-Required Confined Spaces, 29 CFR 1910.146, Subpart J
- The Control of Hazardous Energy (Lockout/Tagout), 29 CFR 1910.147, Subpart J
- Welding, Cutting, and Brazing, 29 CFR 1910, Subpart Q
- Electrical, 29 CFR 1910, Subpart S
- Bloodborne Pathogen, 29 CFR 1910.1030, Subpart Z
- Hazard Communication, 29 CFR 1910.1200 Subpart Z
- Cranes, Derricks, Hoists, Elevators & Conveyors, 29 CFR 1926, Subpart N
- Fall Protection, 29 CFR 1926, Subpart M
- Excavation, 29 CFR 1926, Subpart P
- Scaffolds, 29 CFR 1926, Subpart L

### **3. FIRE & LIFE SAFETY REQUIREMENTS**

The following information regarding fire and life safety requirements on the UT Arlington campus shall be adhered to during all phases of construction activity:

#### **Hot Work Permit**

Hot work can be any of the following: electric arc welding, oxygen acetylene welding, tig/mig welding, cutting/soldering, propane torch, grinding, torch applied roofing, tar kettles and/or any other activity or the use of a device that creates heat or sparks. Before beginning any of these hot work activities the contractor must obtain a Hot Work Permit issued by the EH&S office. Prior to beginning hot work, all individuals performing the hot work, as well as the required fire watch, must complete UT Arlington's Hot Work Training (provided by EH&S). Please call EH&S at 817-272-2185 at least one day prior to requesting a Hot Work Permit to make arrangements for training. Contractors should also contact EH&S directly when they are ready for the permit to be issued at the site.

#### **Fire Extinguishers**

Contractor furnished fire extinguishers are required on all job sites to meet NFPA requirements.

#### **Nuisance Alarms**

Prior to beginning any operation that will affect the fire alarms system (i.e., dust, smoke, steam, fog, etc.) contact EH&S to arrange for the temporary disabling and/or disconnection of any potential affected smoke detectors.

#### **Means of Egress**

Means of egress must be maintained from occupied spaces at all times. Reduction in required exit width, reduction in the number of means of egress, and/or temporary egress must be approved in advance by EH&S. Temporary exit signs must be in place at all times where necessary.

#### **Emergency Access**

Fire Department emergency access, to include the approach and all designated fire lanes, must be in place prior to building construction. In addition to UT Arlington Police Dept. approval, EH&S must be informed of all temporary street obstructions or closures.

#### **Flammable/Combustible Storage**

The use of mobile or temporary storage tanks containing flammable or combustible materials will require prior written approval from EH&S.

#### **Temporary Structures**

Temporary structures, including tents, shall be erected and secured in a safe manner. A site plan and a flame retardant certificate shall be provided to EH&S prior to the erection of a tent or temporary structure.

#### **4. PROCEDURES TO FOLLOW WHILE ON THE UT ARLINGTON CAMPUS**

##### **Equipment Cleaning**

Equipment should be cleaned in a manner that does not create any discharge of cleaning agents, paints, oil, or other pollutants to a storm sewer or waterway. Soaps and detergents should never be discharged to the ground or off-site. When rinsing painting equipment outside, contain rinse water in a bucket or other container. Water-based or latex paint rinse water may be discharged to the sanitary sewer. Oil-based paint wastes, including solvents and thinners, should **not** be disposed into the sanitary sewer. They must be collected and disposed of through the contractor's disposal company. Cement handling equipment should be rinsed in a contained area so there is no drainage off-site.

##### **Asbestos Containing Materials**

Before beginning work in any UT Arlington campus building, the contractor shall verify that no asbestos containing or suspected asbestos containing materials will be damaged or disturbed during any portion of the work to be performed. This can be verified through the UT Arlington Asbestos Program office at 817-272-7008. If the contractor incidentally damages or disturbs asbestos containing or suspected asbestos containing materials during any portion of the work, the contractor shall immediately stop work in that area, restrict access to the area, and contact the Facilities Management Office at 817-272-3571. All personnel working on the campus who may come into contact with suspected asbestos containing materials must attend a 2-hour asbestos awareness class that will be provided by UT Arlington's Asbestos Program office. The training will be held on the UT Arlington campus at a location to be determined. This awareness training will not meet the OSHA asbestos training requirements for workers removing asbestos containing materials or the training requirements for an asbestos competent person.

##### **Trash/Debris Disposal**

All trash or debris must be cleaned daily, contained on-site and disposed of in a recycling bin or waste receptacle to prevent wind or rain from carrying it off-site into a storm drain or waterway. Petroleum wastes, such as waste oil and used oil filters, should be containerized for recycling or disposal by the contractor. Non-hazardous solid wastes, such as general construction debris, can be recycled or disposed of in the trash container. Never place liquid wastes of any kind in dumpsters.

##### **Ionizing/Non-Ionizing Radiation**

The contractor may not bring radioactive materials, radiation-producing machines, and/or class IIIb or class IV laser devices on campus without first notifying and obtaining written approval from the UT Arlington Radiation Safety Officer (RSO). Additionally, if it is necessary for a contractor to enter any campus area that is posted "Radioactive Material," "X-ray Radiation," or "Danger Laser," they must first notify and obtain approval from the RSO. The RSO may be reached in EH&S at 817-272-2185.

#### **5. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES**

- The contractor shall maintain a legible copy of a current Material Safety Data Sheet (MSDS) for each hazardous chemical brought to the construction site. MSDS(s) shall be readily available, on request, for review by University personnel.
- The Contractors will conduct daily safety inspections of all assigned areas to identify and correct hazards.
- The Contractor will provide employees with required personal protective equipment.
- The Contractors are responsible for establishing and maintaining an effective Housekeeping Program. The Contractors are responsible for cleaning up and properly disposing of all spilled pollutants brought to the site, including oil, paint, fuels, antifreeze, solvents, etc. Contractors should keep accurate records (such as receipts, copies of analytical results, etc.) indicating proper disposal of spilled materials.

- The Contractors are responsible for ensuring that all discharges from the site are in compliance with applicable regulations.
- No substance that might cause pollution should be dumped, leaked onto the ground, or allowed to run-off of a construction site. Be aware that the contractor is responsible for pollutant contaminated run-off and proper disposal of all waste materials generated.
- No substance should be abandoned on UT Arlington property.

## 6. STORM WATER REQUIREMENTS

### **Storm Water Management**

UT Arlington has implemented a Storm Water Management Plan covering that portion of the municipal separate storm water system within the corporate boundary of the City of Arlington operated by UT Arlington. Prior to beginning construction, contractors are required to submit a Storm Water Pollution Prevention Plan for review by the EH&S Office and the UT Arlington Storm Water Management (SWM) Team.

The purpose of this section is to inform contractors about the Storm Water Pollution Prevention Plan (SWPPP) requirements for UT Arlington. UT Arlington is a co-permittee with the city of Arlington, which is considered a large MS4.

Construction is a specialized type of industrial activity that involves intense, varied activities in a limited area. Erosion and sedimentation are two of the largest potential problems from these sites. Debris and on-site chemicals are other sources to consider.

### **SWPPPs**

A Storm Water Pollution Prevention Plan (SWPPP), if required, must be submitted to EH&S for review no less than two (2) weeks before a project is scheduled to begin. The plan must be approved by EH&S before any earth moving activity takes place. In addition, one of the requirements of a SWPPP will be a field verification (walking of the site). This will be performed by the author of the SWPPP along with EH&S staff.

A SWPPP should include (but not be limited to) the following:

- Site description
- Project and soil description
- List of potential pollutants
- Detailed site map (erosion control plan)
- Description of construction support activities
- Copy of construction general permit
- Copy of Notice of Intent (NOI)- large construction projects, or
- a Construction Site Notice (CSN) for small construction projects
- Discharge plans (filtering and pumping storm water from the site)

### **Inspections**

Inspections will be conducted on a weekly basis. Sites will be walked together by a representative from EH&S and the contractor.

### **BMPs**

BMPs must be installed prior to any earth disturbing activity. Even small projects such as boring, saw cutting, trenching, etc. will be required to utilize erosion and sediment controls. A list of approved BMPs can be found in the [Integrated Storm Water Management Technical Manual – Construction Controls](#).

([http://iswm.nctcog.org/Documents/technical\\_manual/Construction\\_Controls\\_4-2010b.pdf](http://iswm.nctcog.org/Documents/technical_manual/Construction_Controls_4-2010b.pdf)).

This manual was produced by the [North Central Texas Council of Governments](#) (NCTCOG <http://www.nctcog.dst.tx.us/>) and provides the design criteria for permanent and temporary structural controls during preconstruction, construction, and post construction phases.

### **Silt Fence and Inlet Protection Requirements**

Silt fence materials and installation requirements must meet stated technical specifications ([silt fence and inlet protection specs - http://www.uta.edu/campus-ops/ehs/stormwater/docs/silt-fence.pdf](http://www.uta.edu/campus-ops/ehs/stormwater/docs/silt-fence.pdf)). All inlet protection must be anchored with orange colored gravel bags. There should be no protruding or bent wires that may be potential safety hazards. Such wires must be clipped off, tied down or bent back into place.

### **Stormwater Pollution Prevention Signage**

All permitted construction projects must display appropriate signage. The following link contains examples for both small and large construction sites. (<http://www.uta.edu/campus-ops/ehs/stormwater/docs/swppp-signs.pdf>). Small construction site notices must contain the operator name, contact name and number, project description, and location of SWPPP. Large site notices should include all the previous items plus a Notice of Intent and the site specific TPDES authorization number. Signs must be displayed at the main entrance.

### **Permit Coverage Requirements**

The size of a project determines the amount of regulation. The flow chart on page 8 will help contractors determine which regulations apply to their particular project.

### **Final Stabilization**

Final stabilization of a construction site is satisfied when all soil disturbing activities are complete and a uniform vegetative cover with 70 percent coverage has been established. Disturbed areas that will not be re-disturbed for 21 days must be stabilized by the 14<sup>th</sup> day after the last disturbance.

### **Erosion/Sediment Control**

Proper erosion and sedimentation controls must be in place to prevent sediment or silt run-off. Sediment (including cement) should never be rinsed off the site; instead, it should be cleaned up in a manner that does not allow it to reach a storm drain or waterway. Equipment tires may be rinsed before leaving the site to avoid tracking sediment into the roadway or off the site.

### **Stormwater Pollution Prevention Resources**

Texas Commission on Environmental Quality (TCEQ) [Stormwater Program](http://www.tceq.texas.gov/permitting/stormwater/sw_permits.html)

([http://www.tceq.texas.gov/permitting/stormwater/sw\\_permits.html](http://www.tceq.texas.gov/permitting/stormwater/sw_permits.html))

NCTCOG [Preventing Stormwater Pollution at Construction Sites Field Guide \(2011\)](http://www.nctcog.org/envir/SEEclean/stormwater/pubs/documents/constructionguide_final.pdf)

([http://www.nctcog.org/envir/SEEclean/stormwater/pubs/documents/constructionguide\\_final.pdf](http://www.nctcog.org/envir/SEEclean/stormwater/pubs/documents/constructionguide_final.pdf))

NCTCOG [Illicit Discharge Detection and Elimination Field Investigation Guide \(2011\)](http://www.nctcog.org/envir/SEEclean/stormwater/program-areas/illicit-discharge/documents/IDDEFIELDGUIDE_FINAL.PDF)

([http://www.nctcog.org/envir/SEEclean/stormwater/program-areas/illicit-discharge/documents/IDDEFIELDGUIDE\\_FINAL.PDF](http://www.nctcog.org/envir/SEEclean/stormwater/program-areas/illicit-discharge/documents/IDDEFIELDGUIDE_FINAL.PDF))

[UT Arlington EH&S Storm Water website](http://www.uta.edu/campus-ops/ehs/stormwater/index.php)

(<http://www.uta.edu/campus-ops/ehs/stormwater/index.php>)

### **Separators or Traps**

Before removing oil/water separators or traps connected to the sanitary sewer, the materials in them must have been tested within the last two years (Toxicity Characteristic Leachate Procedure or TCLP) *before* they are cleaned out. Be aware that this test may take three weeks to complete if a recent test has not been completed, so plan accordingly. Documentation of the test results must be submitted to EH&S for review and approval *before* emptying or removing the trap.

## **7. SPILL PREVENTION, CLEAN-UP AND DISPOSAL**

### **SPCC (Spill Prevention Control and Countermeasure)**

Contractors are required to have materials on hand at all times in the event of a spill. They are required to notify EH&S at 817-272-2185 immediately if a spill occurs. Additionally, MSDSs are required to be on site for any and all chemicals on site.

## **Petroleum**

Spills of hydraulic fluid, oil and other petroleum products should always be immediately cleaned up to prevent discharge of these fluids with storm water run-off. Petroleum contaminated soil should be cleaned up and disposed of properly. Storage containers should be kept closed, clean, and free of oily residue. Construct a liquid-tight bermed area for temporary fuel tanks used during construction.

## **Plan Ahead**

It is cheaper to prevent spills than to mitigate them. Be prepared to contain or dike spills to prevent spreading. Small areas are easier to clean than large ones. Keep sorbent materials such as clay (kitty litter), polypropylene booms and pads, rags and sawdust on hand for clean-up of spilled liquids.

## **Clean-up**

Sorbent materials can be used to effectively clean up various materials spilled on pavement, water, and soil. Soil or other media that has been contaminated with petroleum or other pollutants should be excavated or remediated to prevent contaminated discharges to a storm drain or waterway. Excavated contaminated materials should be stored in containers or on plastic and covered so that the contamination is not flushed back onto the ground during a rainstorm.

## **Contaminated Material Disposal**

Proper disposal of waste materials depends partly on the type of contaminant. Hazardous wastes (such as flammable petroleum products and solvents, thinners) and materials contaminated with hazardous wastes are considered regulated wastes, and should be containerized for transport and disposal by a permitted company. Disposal also depends on the amount of contaminant. For information on testing of contaminated soil and disposal options, contact EH&S at 817-272-2185.

## **8. SPILL AND COMPLIANCE RESPONSE PROGRAM**

EH&S has a program to enforce water quality regulations and assist you in compliance with those regulations. The EH&S staff respond 24 hours a day, 7 days a week to hazardous materials spills and spills which threaten surface water quality within UT Arlington. Investigations are conducted to determine compliance with environmental laws and regulations and ensure corrective actions are taken when necessary. Discharges of any material or substance that will cause, or could potentially cause, pollution to surface waters is strictly prohibited. Staff have specialized training in hazardous materials response and spill clean-up regulations. For information about spill clean-up requirements and other regulations, contact EH&S at 817-272-2185.

## **9. NOTIFICATION REQUIREMENTS AND PROCEDURES**

The contractor shall immediately notify EH&S in the event of:

- Any spill that threatens to enter a storm sewer or watercourse.
- All petroleum spills, e.g. hydraulic fluid, transmission fluid, diesel, gasoline, etc.
- Contact with asbestos containing or suspected asbestos containing materials.
- Any hazardous or unknown material spill, e.g. many solvents, cleaners, etc.
- Any discharge from the site that is suspected to be in violation of local, state, and/or federal regulations, e.g. discharges that are cloudy, foul-smelling, colored, contain chemicals or heavy sediment loads.

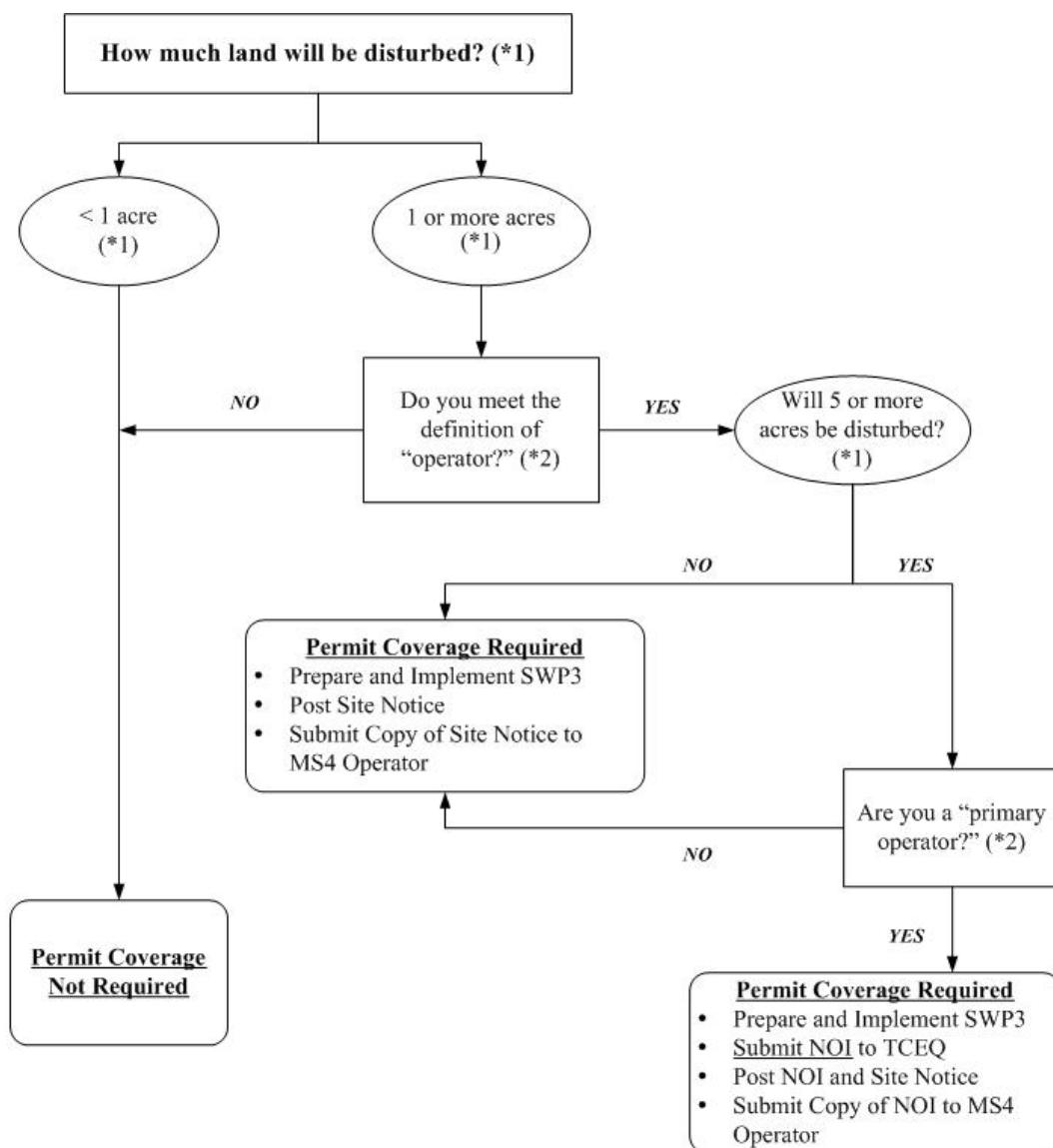
## 10. CONTACT INFORMATION

Environmental Health & Safety  
Office hours – M–F - 8:00 am to 5:00 pm

817-272-2185

Facilities Management  
Main 817-272-3571  
Asbestos Program 817-272-7008  
After-hours Emergency 817-272-3581

UT Arlington Police Department  
Emergency 817-272-3003  
Non-emergency 817-272-3381



(\*1) To determine the size of the construction project, use the size of the entire area to be disturbed, and include the size of the larger common plan of development or sale, if the project is part of a larger project (refer to Part I.B., "Definitions," for an explanation of "larger common plan of development or sale").

(\*2) Refer to the definitions for "operator," "primary operator," and "secondary operator" in Part I, Section B. of this permit.

## Hot Works Question Set

### General Information

1. Department of Requestor (Single-Pick)
2. Name of Requestor
3. Location Description
4. Starting Date and Time
5. Stopping Date and Time
6. Person(s) Performing Hot Work
7. **Have person(s) performing hot work completed UTA Hot Work/Fire Extinguisher Training within the last year?**
8. Contact Number
9. Type of Work to be Performed
10. Description of Work to be Performed

### Precautions Checklist

1. Hot work equipment is in good repair and appropriate for work being performed
2. Appropriate PPE is available and will be utilized
3. Protective dividers such as welding curtains to protect from public view or non-combustible wall will be provided
4. **Vendor/department has supplied the person performing fire watch with suitable type and sufficient number of fire extinguishers (minimum 10 lb. ABC)**
5. All fire extinguishers have current inspections and are operable
6. Person Responsible for Performing Fire Watch
7. Fire watch will be provided during, and for 30 minutes after work, including any coffee or lunch breaks
8. Fire watch will be required for adjoining areas, above and below
9. **Have person(s) performing fire watch completed UTA Hot Work/Fire Extinguisher Training within the last year?**

### Work Area Evaluation

1. If outdoors, wind speeds are 15 mph or less
2. Does the building have a fire alarm system?
  - a. If necessary, have any smoke devices been disabled?
  - b. If necessary, have temporary heat detectors have been put in place?
3. Does the building have a fire sprinkler system?
  - a. Building fire sprinkler systems are in service and operable
  - b. If necessary, have sprinkler heads in the area of hot work been disabled?
4. Is Lockout/Tagout required?
5. Flammable liquids, dust, lint, and oil deposits are removed from work area
6. Floors are free of debris
7. Combustible floors are protected by fire resistant blankets
8. Other combustibles are removed where possible or protected with fire-resistant blankets
9. All wall and floor openings are covered
10. Will work be performed behind walls, above ceilings, or on other enclosed equipment?
  - a. If true...
    - i. Construction is noncombustible and without combustible covering or insulation
    - ii. Combustibles on other side of walls are moved away
    - iii. Enclosed equipment is cleaned and all combustible are removed
11. If necessary, fire-resistant blankets are suspended beneath work
12. Conduction of heat into other areas is safe-guarded
13. Containers are purged of flammable liquids/vapors and no explosive atmosphere is present
14. Is work area where hot work is being performed considered a confined space?
15. There is ample ventilation to perform hot work
16. Potential IAQ problems have been addressed

### Signature

1. Special Conditions or Other Additional Comments
2. Expiration Date and Time
3. Is this Hot Works Permit granted?
4. Signature of representative performing hot work
5. Signature of representative performing fire watch
6. Signature of EH&S Permitter

**2013 Uniform General Conditions for  
University of Texas System Building Construction Contracts**

Any contract agreement awarded from this bid will be governed by the terms and conditions contained in the “2013 Uniform General Conditions for University of Texas System Building Construction Contracts Revised June 2018” are included in this RFP document and are available for review and download from the following website:

**<https://www.utsystem.edu/documents/docs/general-counsel-documents/2018/construction-contracts-and-solicitation-procurement>**

If you do not have access to the internet and cannot obtain or review the “2013 Uniform General Conditions Revised June 2018”, you may request a copy be sent to you by contacting the University contact listed in section 2.3 of this bid package.



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

► **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

► **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

► **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

► **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## **-- Agency Special Instructions/Additional Requirements --**

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

## **SECTION 1: RESPONDENT AND REQUISITION INFORMATION**

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_
- Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_
- E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

**a.** Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

**b.** List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>).

**c.** Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

**d.** Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract\* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

#### **SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)
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#### **Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

## ***HSP Good Faith Effort - Method A (Attachment A)***

Rev. 2/17

Enter your company's name here: **Requisition #:**

Requisition #:

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

**Item Number:**      **Description:**

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "No" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## **SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## **SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## **SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 2/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

## SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_  
Point-of-Contact: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

State of Texas VID #: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

## SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_  
Point-of-Contact: \_\_\_\_\_  
Requisition #: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

## SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_.  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

- Not Applicable

### 4. Bonding/Insurance Requirements:

- Not Applicable

### 5. Location to review plans/specifications:

- Not Applicable



# **HUB Subcontracting Plan (HSP)**

## **Prime Contractor Progress Assessment Report**

Rev. 10/16

*This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.*

Contract/Requisition Number: \_\_\_\_\_ Date of Award: \_\_\_\_\_ Object Code: \_\_\_\_\_  
Contracting Agency/University Name: \_\_\_\_\_  
Contractor (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Reporting (Month) Period: \_\_\_\_\_ Total Amount Paid this Reporting Period to Contractor: \$ \_\_\_\_\_

## ***Report HUB and Non-HUB subcontractor information***

When verifying subcontractors' HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized (HUB) Directory Search located at: <http://mycpa.cpa.state.tx.us/tppasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Date: \_\_\_\_\_

## PRICING SUBMITTAL FORM

RFP Number: **FM2019-001**

Proposal Submittal Deadline: **October 2, 2018 at 3:00p.m.**

Project: **Blanket Order for Masonry Restoration, Brick Repairs and Installation, and Facilities Waterproofing**

FOR THE UNIVERSITY OF TEXAS AT ARLINGTON – ARLINGTON, TEXAS

Date: \_\_\_\_\_

**PROPOSAL SUBMITTAL OF:**

Name of Company: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Federal Employers Identification Number: \_\_\_\_\_  
(Taxpayer identification number)

TO: The University of Texas at Arlington  
Attention: Viki Lewis  
Office of Facilities Management  
1225 West Mitchell Street, Suite 205  
Arlington, Texas 76019

NOTE: Proposals are **not** accepted that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

Dear Sir:

Having carefully examined the UNIFORM GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS and SPECIAL CONDITIONS, the Plans and Specifications and addenda thereto as prepared by The University of Texas at Arlington and Yaggi Engineering, Inc. as well as the premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to achieve final completion of the work in accordance with the contract documents for the following sum:

**UNIT PRICE PROPOSAL**

Unit Pricing to perform Masonry Restoration, Brick Repairs and Installation, and Facilities Waterproofing, in accordance with all specifications and conditions, **in the amounts as entered by Proposer on Exhibit I attached.**

**ADDENDA:**

The respondent acknowledges the receipt of the following addenda:

**Addendum No.1:** Dated \_\_\_\_\_

**Addendum No.2:** Dated \_\_\_\_\_

**CONDITIONS:**

It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive minor technicalities. It is understood that the Owner reserves the right to award multiple contracts from this solicitation, to the highest scored Proposers, in the best interest of the University. It is further agreed that this Proposal shall be valid and not withdrawn for a period of sixty (60) days from this date of opening thereof.

**ACCEPTANCE OF PROPOSAL OR AWARD OF CONTRACT**

By signing this Proposal, the undersigned certifies as follows:

“Under Section 2155.004, Government Code, the contractor certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

“Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, Proposal, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

**FAILURE TO AFFIX AN ORIGINAL SIGNATURE BELOW MAY RESULT IN DISQUALIFICATION OF PROPOSAL SUBMITTED.**

Respectfully submitted,

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

(Seal: If Proposal by a corporation)

\_\_\_\_\_  
(Title)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

**Note: Qualifications, Pricing Submittal Form, Execution of Offer and Exhibit I Pricing Proposal shall be submitted in one envelope.**

**HUB Subcontracting Plan Letter shall be submitted in separate envelope. Any proposal submitted in response to this Invitation for Bid that is not accompanied by a separate HSP Envelope meeting the above requirements will be rejected by the University as that proposal will be considered non-responsive due to material failure to comply with advertised specifications.**

**RFP # FM2018-001 EXHIBIT I - PRICING PROPOSAL**

Proposer must enter pricing in the Unit Price Column

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	WEIGHT FACTOR	EXTENDED PRICE
	<b>EQUIPMENT/RENTALS (If Required )</b>					
1	40' Lift	1	day		x 1	
2		1	week		x 1	
3		1	month		x 1	
4	60' Lift	1	day		x 1	
5		1	week		x 1	
6		1	month		x 1	
7	80' Lift	1	day		x 1	
8		1	week		x 1	
9		1	month		x 1	
10	125' Lift	1	day		x 1	
11		1	week		x 1	
12		1	month		x 1	
13	Scissor Lift 20'	1	day		x 1	
14		1	week		x 1	
15		1	month		x 1	
16	Scissor Lift 30'	1	day		x 1	
17		1	week		x 1	
18		1	month		x 1	
19	Scissor Lift 40'	1	day		x 1	
20		1	week		x 1	
21		1	month		x 1	
22	Dumpster	1	day		x 1	
23		1	week		x 1	
24		1	month		x 1	
25	Swing Stage	1	day		x 1	
26		1	week		x 1	
27		1	month		x 1	
28	SkyTracker-20', 30', 40'	1	day		x 3	
29		1	week		x 3	
30		1	month		x 3	
	<b>COATINGS</b>					
31	Recaulk perimeter of window - 5/8" joint	1	LF		x 2	
32	Recaulk brick control joint - 1/2" joint	1	LF		x 2	
33	Reglaze window - Silicone	1	LF		x 1	
34	Site recaulk expansion joints	1	LF		x 2	
35	Site recaulk control joints	1	LF		x 2	
36	Caulk and Sand	1	LF		x 2	
	<b>COATINGS</b>					
37	Install deck coating	1	SF		x 1	
38	Install masonry elastomeric coating	1	SF		x 1	
39	Shot/Blast Concrete	1	SF		x 1	
	<b>POINTING</b>					
40	Tuckpoint - Stone, Misc.	1	LF		x 1	
41	Tuckpoint - Stone, 100%	1	SF		x 1	
42	Tuckpoint - Brick, Misc.	1	LF		x 1	
43	Tuckpoint - Brick, 100%	1	SF		x 1	
44	Tuckpoint - Fancy Brick, Misc.	1	SF		x 1	
45	Tuckpoint - Fancy Brick, 100%	1	SF		x 1	

	<b>CLEANING</b>				
46	Clean building: Power Wash and/or Mildew Removal	1	SF	x 1	
	<b>WATER REPELLANT</b>				
47	Water repellent	1	SF	x 1	
48	Graffiti Clean -up and Removal	1	LF	x 1	
49	Graffiti Prevention	1	SF	x 1	
	<b>THRU-WALL FLASHING</b>				
50	Install thru-wall flashing with new lintel without removal or re-lay of brick. Details to be provided based on assignment of individual buildings.		LF	x 1	
51	Install thru-wall flashing with new lintel. Includes removal and re-lay of 3 courses of brick.	1	LF	x 1	
52	Install thru-wall flashing without new lintel.	1	LF	x 1	
	<b>DEMO</b>				
53	Cut in door opening, Interior, 3' x 7"	1	EA	x 2	
54	Cut in door opening	1	EA	x 2	
55	Remove & reset pavers	1	SF	x 3	
	<b>MASONRY REPAIR</b>				
56	Remove & replace cracked brick in wall	1	EA	x 2	
57	Remove, clean & salvage brick	1	SF	x 2	
58	Install new brick walls with ties	1	SF	x 2	
59	Install CMU walls, including rebar	1	SF	x 2	
60	Plaster repair	1	SF	x 2	
61	Install Lathe and Plaster	1	SF	x 2	
62	Patch stone - Up to 1"	1	SF	x 2	
63	Patch Rough Stone - Up to 1"	1	SF	x 2	
64	Patch concrete - Up to 1"	1	SF	x 2	
65	Patch brick - Up to 1"	1	EA	x 2	
66	Patch plaster - Up to 1"	1	SF	x 2	
67	Patch Terra Cotta - Up to 1"	1	SF	x 2	
68	Crack Repair - Concrete	1	LF	x 2	
69	Crack Repair - Brick	1	LF	x 2	
70	Crack Repair - Stone	1	LF	x 2	
71	Crack Repair - Plaster	1	LF	x 2	
72	Crack Repair - Terra Cotta	1	LF	x 2	
73	Parge Coat - Removal	1	SF	x 2	
74	Parge Coat - Install	1	SF	x 2	
75	Helical anchor installation	1	EA	x 2	
76	Crack stitching	1	LF	x 2	
77	Remove/Salvage/Reinstall Stone Coping	1	LF	x 2	
78	Epoxy Crack Injection	1	LF	x 2	
79	Urethane Injection	1	LF	x 2	
80	Install Rust Inhibitor	1	LF	x 2	
81	Lintel replacement	1	LF	x 2	
82	Lintel refurbishment	1	LF	x 2	
83	Reset shifted stone	1	SF	x 2	
84	Apply stone strengthener consolidation	1	SF	x 2	
85	Mortar Analysis	1	EA	x 2	

	<b>PAINT</b>				
86	Lead Paint Abatement - Exterior	1	SF	x 1	
87	Strip Paint 100%	1	SF	x 1	
88	Paint metal windows and doors	1	SF	x 1	
89	Prep & Paint Lintel	1	LF	x 2	
	<b>WATERPROOFING</b>				
90	Replace below grade waterproofing - High Build (Excludes excavating)	1	SF	x 2	
91	Ultraspan (1,2,3)	1	LF	x 2	
	<b>INVESTIGATIVE/CONSULTING WORK</b>				
92	Leak Investigation/Water Test - Hourly rates billed at minimum 8 hours	1	hour	x 1	
	<b>Per Diem</b>				
93	Per Diem - For job sites located more than ninety (90) miles from Contractor's nearest office with approval in writing prior to start of job. - Minimum 1 day	1	man	x 1	
	<b>Crew: Normal Hours from 7:00 AM to 7:00 PM (No after hours unless emergency which will be negotiated as mark-up percentage to rates below at time of emergency occurrence)</b>				
94	Labor - Hourly rates billed at minimum 8 hours	1	Hour	x 2	
95	Mechanic - Hourly rates billed at minimum 8 hours	1	Hour	x 2	
96	Supervisor - Hourly rates billed at minimum 8 hours	1	Hour	x 2	
97	Estimator - Hourly rates billed at minimum 8 hours	1	Hour	x 2	
	<b>Materials Cost Plus Percentage Markup</b>				
98	Percentage Markup for Materials (cost plus percentage markup. Invoices for purchase of materials must be furnished for invoices with material cost plus percentage markup.	1	Lot	%	

**NOTE:** Pricing Proposal Form must be returned with signed Pricing Submittal Form, signed Execution of Offer Form, and Qualifications (answers to Criteria 3 questions) in one envelope.

HUB Commitment Letter must be returned in a separate envelope.

**RFP NO. FM2019-001**  
**EXECUTION OF OFFER**

**THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SECTION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.**

1. By signature hereon, Proposer offers and agrees to furnish the goods and/or services at the prices quoted and comply with all terms, conditions, requirements set forth in the RFP documents and contained herein. Proposer acknowledges and agrees that (1) this RFP is a solicitation for Proposal and is *not* a contract or an offer to contract; (2) the submission of a Proposal by Proposer in response to this RFP will *not* create a contract between UTA and Proposer; (3) UTA has made no representation or warranty, written or oral, that one or more contracts with UTA will be awarded under this RFP; and (4) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Proposer's preparation of a response to this RFP.
2. By signature hereon, Proposer agrees that in the event its makes a false statement by affirming or certifying the information below, UTA may, at its option, reject Proposer's Proposal without further liability. In addition, Proposer agrees to notify UTA in writing within thirty (30) days of any changes in the information affirmed or certified by Proposer below.
3. By signature hereon, Proposer affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Proposal.
4. By signature hereon, Proposer affirms that it has not received compensation for participation in the preparation of the specifications for the RFP (ref. *Texas Government Code* Section 2155.004).
5. By signature hereon, Proposer affirms that the individual or business entity named in this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate (ref. *Texas Government Code* Section 2155.004).
6. By signature hereon, the Proposer hereby further certifies that, to the best knowledge of Proposer, neither Proposer, nor any affiliate of Proposer, nor anyone acting for Proposer, has violated the antitrust laws of the State of Texas codified in Section 15.01, et. seq., *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly Proposer's Proposal or Proposal made to any competitor or any other person engaged in the line of business which is the subject of this RFP.
7. A Proposal or application for a contract, grant or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the Proposal or application. ***This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Proposal with an ownership interest of at 25% is more than 30 days delinquent in paying child support.***

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(Name)

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(Social Security Number)

8. By signature hereon, Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
9. By signature hereon, Proposer agrees to comply with Texas Government Code, title 10, Subtitle D, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas.

10. By signature hereon, Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If Section 669.003 applies, Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Proposal: \_\_\_\_\_

Date of Employment with Proposer: \_\_\_\_\_

11. By signature hereon, Proposer certifies that if a Texas address is shown as the address of the Proposer, Proposer qualifies as a Texas Resident Proposal as defined in Texas Government Code 2155.444. In the case of a tie the award will be made in accordance with Texas Administrative Code Title 34 Rule §20.32 (68). Check below preference claimed under TAC Title 34:

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced or offered by a Texas bidders that is not owned by a Texas resident service-disabled veteran
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value
- Commercial production company or advertising agency located in Texas

12. By signature hereon, Proposer confirms that any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of Chapter 2260 of the Texas Government Code.

13. By signature hereon, Proposer confirms that Proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract.

14. By signature hereon, Proposer agrees that information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

15. By signature hereon, Proposer agrees that any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

16. By signature hereon, Proposer agrees that any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the \_\_\_\_\_ Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then UTA shall issue written notice to Contractor and UTA may terminate the contract without further duty or obligation

hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UTA.

17. By signature hereon, Proposer understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds (Texas Government Code Section 2262.003). Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
18. By signature hereon, Proposer agrees to comply with all specifications, requirements, terms, and conditions set forth in this RFP and on any attachments hereto.
19. By signature hereon, Proposer certifies that, to the best knowledge of Proposer, all statements and information prepared and submitted to UTA in connection with this RFP are current, complete, and accurate.
20. By signature hereon, a corporate or limited liability company Proposer certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or a limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UTA's option, may result in cancellation of this Contract and any Transaction Confirmation pursuant to this Contract.
21. By signature hereon, Proposer certifies that the individual signing this document and the documents made part of their Proposer is authorized to sign such documents on behalf of Proposer and to bind Proposer under any contract that which may result from the submission of this Proposer.
22. By signature hereon, Proposer certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Proposer and an employee of any University of Texas institution or any member of The University of Texas System Board of Regents, or Proposer has not been an employee of any University of Texas institution within the immediate twelve (12) months prior to the execution of this Contract.
23. By signature hereon, Proposer represents and warrants that all goods and services under this offered as a result of this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFP.
24. By signature hereon, Proposer confirms that neither Proposer nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Proposer shall provide immediate written notification to UTA if, at any time prior to award, Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed if UTA enters into a contract with Proposer. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to the other remedies available to UTA, UTA may reject Proposer's Proposal and terminate any resulting Contract for default by Proposer.
25. By signature hereon, Proposer acknowledges that UTA is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Proposer to work on site at UTA's premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Proposer shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the General Services Administration (GSA) System for Award

Management, to work on site at UTA's premises or facilities. Proposer shall perform a GSA sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at UTA's premises or facilities. Proposer acknowledges that UTA will require immediate removal of any employee, subcontractor or agent of Proposer assigned to work at UTA's premises or facilities if such employee, subcontractor or agent is found to be on the GSA's List of Excluded Individuals. The GSA's List of Excluded individuals may be accessed through the following Internet website: <https://www.sam.gov/portal/public/SAM/>

26. By signature hereon, Proposer certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Proposer agrees that a breach of this certification is a violation of Equal Opportunity provisions of Federal Law. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Proposer further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity provisions of Federal Law, Proposer will retain such certifications for each one of its subcontractors in Proposer's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES** - A Certification on Non-segregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity provisions of Federal Law. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Proposer understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

27. Not Used
28. By signature hereon, Proposer represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business & Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Proposer has not been found to be liable for such practices in such proceedings. Proposer certifies that it has no officers who have served as officers of other entities who have the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
29. By signature hereon, Proposer certifies it is a small business and/or a minority/female owned business as defined by the State of Texas or as indicated below. Check status below:  
 Small Business (House Bill 366, 64th Legislature)  
 Minority/Female Owned Business (House Bill 2626, 73rd Legislature)  
 Certified by Texas Department of Commerce  
 Status not claimed
30. Check below if preference is claimed under TAC Title 34, Part 1, Chapter 20, Subchapter C, Section §20.38  
 Texas Bidder  
 Texas and United States products and Texas services.  
 Products of persons with mental or physical disabilities.  
 Recycled, remanufactured, or environmentally sensitive products.  
 Energy efficient products.  
 Rubberized asphalt paving material.  
 Recycled motor oil and lubricants  
 Products and services from economically depressed or blighted areas as defined in Texas

Government Code, §2306.004 or that meet the definition of a historically underutilized business zone as defined by 15 U.S.C. §632(p).

- ( ) Products produced at a facility located on property for which the owner has received a certificate of completion under §361.609, Health and Safety Code, if the goods meet state specifications regarding quantity, quality, delivery, life cycle costs, and price.
  - ( ) Vendors that meet or exceed air quality standards.
31. By signature hereon, bidder represents and warrants that it neither currently boycotts Israel nor will it boycott Israel at any time during the term of this agreement, Pursuant to Texas Government Code Chapter 2270.
32. By signature hereon, bidder represents and warrants that it neither currently does business nor will do business at any time during this contract with companies that do business with Iran, Sudan or foreign terrorist organizations, Pursuant to Texas Government Code Chapter 2252.

Complete the following:

If Proposer is a Corporation:

State of Incorporation: \_\_\_\_\_

Charter No: \_\_\_\_\_

**FAILURE TO AFFIX AN ORIGINAL SIGNATURE BELOW MAY RESULT IN  
DISQUALIFICATION OF PROPOSAL SUBMITTED.**

Submitted By:

\_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Proposer's Authorized Signature)

\_\_\_\_\_ (Street Address)

\_\_\_\_\_ (Printed Name/Title)

\_\_\_\_\_ (City, State, Zip Code)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Telephone Number)

\_\_\_\_\_ (Facsimile Number)

**NOTICE:**

You may be entitled to know what information The University of Texas at Arlington (U.T. Arlington) collects concerning you. You may review and have U.T. Arlington correct this information according to procedures set forth in UTS 139. The law is found in sections 552.021, 552.023 and 559.004 of the Texas Government Code.

Letter of HUB Commitment for  
Blanket Order for Masonry Restoration, Brick Repairs & Installation, and Facilities Waterproofing

**NOTE: THIS PAGE IS THE ONLY HUB DOCUMENT THAT MUST BE SUBMITTED WITH YOUR PROPOSAL.**

(BUSINESS LETTERHEAD)

**Date**

Ms. Laurie Thompson  
HUB Program Coordinator  
The University of Texas at Arlington  
219 West Main Street  
Arlington, Texas 76019

Re: Historically Underutilized Business Plan for (Project Title)  
RFP Number **FM2019-001**

Dear Ms. Thompson:

In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan Letter as an integral part of our proposal in connection with invitation for Request for Proposals Number **FM2019-001**.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented with each task order package and will contain a completed HUB Subcontracting Plan with each task order package that exceeds \$100,000.

Documentation of subcontracted work will be provided with each pay request.

I will submit a completed HUB Subcontracting Plan with each task order package that exceeds \$100,000 and submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) with every invoice. The HSP shall consist of the HUB Subcontracting Plan identifying first, second and third tier subcontractors.

Sincerely,

Contractor's Name

cc: Project Manager